

UNITED STATES DISTRICT COURT  
NORTH DISTRICT OF ILLINOIS  
EASTERN DIVISION

DAY'S INNS WORLDWIDE, INC., a  
Delaware Corporation,

Plaintiff,

v.

AMERICAN HOTELS, INC., an Illinois  
Corporation, and AZMATULLAH KHAN, an  
individual,

Defendants.

FILED: MARCH 20, 2008

08CV1662 RCC

JUDGE HOLDERMAN

MAGISTRATE JUDGE COX

**VERIFIED COMPLAINT**

**JURY DEMAND**

Plaintiff Days Inns Worldwide, Inc., by and through counsel, complaining of defendants American Hotels, Inc. and Azmatullah Khan, states as follows:

**PARTIES AND SUBJECT MATTER JURISDICTION**

1. Plaintiff Days Inns Worldwide, Inc. ("DIW") is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Parsippany, New Jersey.

2. Defendant American Hotels, Inc. ("AHI"), on information and belief, is a corporation organized and existing under the laws of the State of Illinois with its principal place of business at 12121 75<sup>th</sup> Street, Kenosha, Wisconsin 53142.

3. Defendant Azmatullah Khan ("Khan"), upon information and belief, is an officer of AHI, who resides or transacts business at 2622 W. Patterson Avenue, Suite 6, Chicago, Illinois 60659.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the Plaintiff and Defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

5. This Court has personal jurisdiction over Defendants, and venue is proper in this District, as Defendants are Illinois citizens that transact business or have a registered agent in this District.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

##### The Agreement Between the Parties

6. On or about December 1, 2005, DIW entered into a license agreement with AHI (the "License Agreement") for the operation of a 97-room guest lodging facility located at 12121 75<sup>th</sup> Street, Kenosha, Wisconsin 53142, Site No. 5002-60176-5 (the "Facility"). A true and correct copy of the License Agreement is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein.

7. The License Agreement was executed on behalf of AHI by Khan, who executed the agreement as Vice President of AHI.

8. Pursuant to section 5 of the License Agreement, AHI was obligated to operate a Days Inn® guest-lodging facility for a fifteen-year term. *See Exhibit A, § 5.*

9. Pursuant to sections 7 and 18 and Schedule C of the License Agreement, AHI was required to make certain periodic payments to DIW for royalties, service assessments, taxes, interest, reservation system user fees, annual conference fees, and other fees (collectively "Recurring Fees"). *See Exhibit A, §§ 7, 18 and Schedule C.*

10. Pursuant to section 7.3 of the License Agreement, AHI agreed to pay interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law,

whichever is less, on any invoice received from DIW for past due amounts owed under the License Agreement.

11. Pursuant to section 3.8 of the License Agreement, AHI agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.9 and 4.8 of the License Agreement, AHI agreed to allow DIW to examine, audit, and make copies of the entries in these books, records, and accounts. *See Exhibit A, §§ 3.8, 3.9 and 4.8.*

12. Pursuant to section 17.4 of the License Agreement, AHI agreed that in the event that DIW was required to take action to enforce the License Agreement, the non-prevailing party would “pay all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.” *See Exhibit A, § 17.4.*

13. Effective as of the date of the License Agreement, Khan provided DIW with a Guaranty of AHI’s obligations under the License Agreement (“Guaranty”). *See Exhibit A, p. 34.*

14. Pursuant to the terms of the Guaranty, Khan agreed, among other things, that upon a default under the License Agreement, he would “immediately make each payment and perform or cause [AHI] to perform, each unpaid or unperformed obligation of Licensee under the Agreement.”

Defendants’ Default Under the License Agreement and Guaranty

15. On July 10, 2007, DIW sent AHI a letter, by and through Khan, advising that AHI was in default of the License Agreement by failing to pay Recurring Fees in the amount of \$151,594.49 and other charges owed in exchange for AHI’s right to operate its Facility under

the License Agreement. A true and correct copy of the July 10, 2007 letter is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein.

16. On October 4, 2007, DIW sent AHI a letter advising that AHI was in default of the License Agreement by failing to pay Recurring Fees in the amount of \$177,656.59. A true and correct copy of the October 4, 2007 letter is attached hereto as Exhibit C and is incorporated by reference as if fully set forth herein.

17. On January 24, 2008, DIW sent AHI a letter advising that AHI was in default of the License Agreement by failing to pay Recurring Fees in the amount of \$196,733.50. A true and correct copy of the January 24, 2008 letter is attached hereto as Exhibit D and is incorporated by reference as if fully set forth herein.

18. Despite being given an opportunity to cure its monetary default under the License Agreement, as of the filing of this Complaint, AHI has failed to cure its default. Moreover, Khan has failed to fulfill his obligations under the Guaranty.

19. For its part, HJI has satisfied all of its obligations under the License Agreement and the Guaranty.

**COUNT I - BREACH OF CONTRACT**

20. DIW repeats and makes a part hereof, each and every allegation contained in paragraphs 1 through 19 of the Verified Complaint.

21. Pursuant to sections 7, 18 and Schedule C of the License Agreement, AHI was obligated to remit Recurring Fees to DIW.

22. Despite its obligation to do so, AHI has failed to remit certain of the Recurring Fees due and owing under the License Agreement in an amount of \$202,717.69 as of March 11, 2008.

23. AHI's failure to remit the agreed Recurring Fees constitutes a breach of the License Agreement and has damaged DIW.

Wherefore, DIW demands judgment against AHI for the Recurring Fees due and owing under the License Agreement, together with interest, attorney's fees and costs of suit.

**COUNT II - UNJUST ENRICHMENT**

24. DIW repeats and makes a part hereof, each and every allegation contained in paragraphs 1 through 23 of the Verified Complaint.

25. Pursuant to sections 7, 18 and Schedule C of the License Agreement, AHI was obligated to remit Recurring Fees to DIW.

26. Despite its obligation to do so, DIW has failed to remit certain of the Recurring Fees due and owing under the License Agreement in an amount of \$202,717.69 as of March 11, 2008.

27. AHI's failure to compensate DIW constitutes unjust enrichment and has damaged DIW.

Wherefore, DIW demands judgment against AHI for the Recurring Fees due and owing under the License Agreement, together with interest, attorney's fees and costs of suit.

**COUNT III - ACCOUNTING**

28. DIW repeats and makes a part hereof, each and every allegation contained in paragraphs 1 through 27 of the Verified Complaint.

29. Pursuant to sections 3.8 and 4.8 of the License Agreement, AHI agreed to allow DIW to examine, audit, and make copies of its financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

30. The calculation of the monetary amounts sought by DIW in this action is based on the gross room revenue information supplied by AHI and, to the extent there has been non-reporting, DIW's estimate as to the gross room revenue earned by AHI.

31. The accuracy of this information cannot be either ascertained or confirmed without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from AHI.

WHEREFORE, DIW demands judgment ordering that AHI account to DIW for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility through and with the Days Inn® name and service marks and/or the use of the use of the Days Inn® franchise system from the inception of the License Agreement through the date of filing of this Verified Complaint.

**COUNT IV – BREACH OF GUARANTY**

32. DIW repeats and makes a part hereof, each and every allegation contained in paragraphs 1 through 31 of the Verified Complaint.

33. Pursuant to the terms of the Guaranty, Khan agreed, among other things, that upon a default under the License Agreement, he would immediately make each payment and perform each obligation required of AHI under the License Agreement.

34. Despite his obligation to do so, Khan has failed to make any payments or perform or cause AHI to perform each obligation under the License Agreement.

35. Pursuant to the Guaranty, Khan is liable to DIW for amounts due and owing from AHI in an amount of \$202,717.69 as of March 11, 2008.

WHEREFORE, DIW demands judgment against Khan for damages in the amount of Recurring Fees due and owing under the License Agreement together with interest, attorney's fees and costs of suit.

COZEN O'CONNOR

Of Counsel:  
ARMSTRONG TEASDALE LLP

By: /s/ Bruce M. Lichtsien  
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ATTORNEYS FOR DAYS INNS  
WORLDWIDE, INC.

By: /s/ David A. Jermann  
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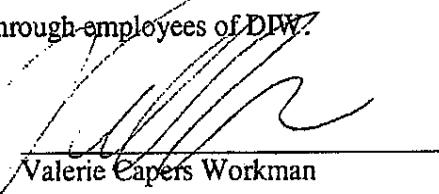
ATTORNEYS FOR DAYS INNS  
WORLDWIDE, INC.

**VERIFICATION**

STATE OF NEW JERSEY      )  
                                )  
                                ) ss:  
COUNTY OF MORRIS      )

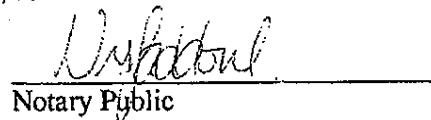
Valerie Capers Workman, of full age, being duly sworn according to law, upon her oath, deposes and says:

1. I am Vice President-Franchise Administration, Days Inns Worldwide, Inc. ("DIW"), which is plaintiff in this action.
2. I have read the foregoing Verified Complaint and all the allegations contained therein. Except as to allegations alleged upon information and belief, which allegations I believe to be true, all the allegations in the Complaint are true based on my personal knowledge, the records of DIW or information available through employees of DIW.



Valerie Capers Workman

Sworn and subscribed to before me this 25 day of March, 2008.



Notary Public

NUSREEN FADIL FADDOUL  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/14/2009

# **EXHIBIT A**

# **PART 1**

**EXHIBIT A**

Location: Kenosha, WI  
 Entity No: 5002  
 Unit No.: 60176

**DAYS INNS WORLDWIDE, INC.  
 LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated 12/1, 2005, is between DAYS INNS WORLDWIDE, INC., a Delaware corporation ("we", "our", or "us"), and AMERICAN HOTELS INC., an Illinois Corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction involves the transfer of an existing Chain Facility at the Location first granted to PIONEER HOTEL GROUP, LLC, ("Prior Licensee"), in a License Agreement with us dated June 23, 1999 (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Licensee under the Prior Agreement that is not paid or performed as of the date of this Agreement, including without limitation, the obligation to pay any unpaid Royalties, System Assessment Fees, Basic Service Charges, or other amounts due us and to correct any uncured defaults other than as expressly superseded by this Agreement. You acknowledge that we may require you or your staff to complete training on the use of a property management or similar computer system for accessing the Reservation System and pay our retraining fee.

**1. License.** We have the exclusive right to license and franchise to you the distinctive "Days Inn" System for providing transient guest lodging services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. You will call the Facility a "Days Inn." You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, reservation system, brand, cooperative or registered mark during the Term.

**2. Days Inns Licensee Advisory Association.** You will be eligible to participate in the Days Inn Licensee Advisory Association, a Delaware corporation that is the organization of Days Inn System licensees, in accordance with the Bylaws and Certificate of Incorporation of the Association, as amended, so long as you are not in default under this Agreement.

**3. Your Improvement and Operating Obligations.** Your obligations to improve, operate and maintain the Facility are:

**3.1 Improvements.** You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 200 or fewer points (or equivalent score under a successor quality assurance scoring system we employ) within ninety (90) days after the Effective Date. You must thereafter continue renovation and improvement of the Facility as the Punch List requires and pass any related quality assurance inspection within nine months after the Effective Date. All improvements will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this

Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer quality assurance inspection standard, or complete the post-transfer improvements specified in the Punch List after the Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

**3.2 Improvement Plans.** You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

**3.3 Opening.** You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation, if any.

**3.4 Operation.** You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

**3.5 Training.** You, or a person with executive authority if you are an entity, and the Facility's general manager (or other representative who exercises day to day operational authority) will attend the training programs described in Section 4.1 we designate as mandatory for licensees or general managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1.

**3.6 Marketing.** You will participate in System marketing programs, including the Directory

and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You authorize us to offer and sell reservations for rooms and services at the Facility according to the rules of participation and System Standards. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

**3.6.1** You may participate in any regional marketing, training or management alliance or cooperative of Chain licensees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you don't participate in all cooperative programs according to their terms, including making payments and contributions when due.

**3.6.2** The Facility must participate in our Chain-wide Internet marketing activities like other marketing programs. You will discontinue any Internet marketing that conflicts, in our reasonable discretion, with Chain-wide Internet marketing activities. You must honor the terms of any participation agreement you sign for Internet marketing. You shall pay when due any fees, commissions, charges and reimbursements relating to Internet marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis, provided that the activities carry aggregate fees per transaction of not more than the sum of the full agent commission specified on Schedule C for sales agents, plus 10% of the Chain's reported average daily rate for the preceding calendar year. We may suspend the Facility's participation in Internet marketing activity if you default under this Agreement.

**3.7 Governmental Matters.** You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state and local laws, regulations and orders applicable to you and/or the Facility, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

### **3.8 Financial Books & Records; Audits.**

**3.8.1** The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

**3.8.2** We may notify you of a date on which we propose to audit the Facility's books and records. You will be deemed to confirm our proposed date unless you follow the instructions

with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements relating to the Facility for the applicable accounting periods we require under this Agreement and System Standards. If our auditors must return to your location after the first date we confirm for the audit because you violate this Section 3.8.2 or refuse to cooperate with the reasonable requests of our auditors, you must pay us the Audit Fee under Section 4.8 when invoiced. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

**3.8.3** We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.8.2 within 30 days after the date of the initial audit, (ii) you cancel 2 or more previously scheduled audits, (iii) you refuse to admit our auditors for an audit during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.8, an "Accounting Procedure Notice." You must also pay any deficiency in Recurring Fees or other charges we identify and invoice as a result of the audit. The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in accordance with this Agreement for the fiscal year.

**3.9 Inspections.** You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the inspector performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our inspector, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any reinspection fee specified in System Standards Manuals (which is \$750 on the Effective Date and will not exceed \$2,500) plus the reasonable travel, lodging and meal costs our inspector incurs for a reinspection. We may also conduct paper and electronic customer satisfaction surveys of your guests and include the results in your final quality assurance score. We may publish and disclose the results of quality assurance inspections and guest surveys.

**3.10 Insurance.** You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Days Inns Worldwide, Inc., Cendant Hotel Group, Inc. and Cendant Corporation, their successors and assigns as additional insureds.

**3.11 Conferences.** You (or your representative with executive authority if you are an entity) will attend each annual Chain conference and pay the Conference Fee we set for the Chain licensees, if and when we determine to hold an annual Chain conference. Mandatory recurrent training for licensees and managers described in Section 4.1.3 may be held at a conference. The Fee will be the same for all Chain Facilities that we license in the United States. You will receive reasonable notice of a Chain conference.

**3.12 Purchasing.** You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

**3.13 Good Will.** You will use reasonable efforts to protect, maintain and promote the name "Days Inn" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners.

**3.14 Facility Modifications.** You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

**3.15 Courtesy Lodging.** You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

**3.16 Minor Renovations.** Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 60 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three years after the date of a prior Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged no more than 200 points and the most recent quality assurance inspection score for the Facility was no more than 225 points (or equivalent scores under a successor quality assurance scoring system we employ), when the Facility is otherwise eligible for a Minor Renovation.

**4. Our Operating and Service Obligations.** We will provide you with the following services and assistance:

**4.1 Training.** We may offer (directly or indirectly by subcontracting with an affiliate or a third party) general manager and owner orientation training, on-site opening training, remedial training and supplemental training.

**4.1.1 General Manager Orientation Training.** We will offer at a location in the United States we designate a general manager orientation training program. The program will not exceed two weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. Your initial general manager (or other representative who exercises day to day operational authority) for the Facility must complete this program to our satisfaction no later than 90 days after he/she assumes the position or 90 days after the Opening Date, whichever occurs first. If we do not offer a place in general manager orientation within that time frame, your general manager must attend the next program held at which we offer a place. Any replacement general manager must complete general manager orientation within 90 days after he/she assumes the position or the next program available, whichever comes later. Your general manager for the Facility must complete general manager orientation even if you employ managers at other Chain Facilities who have already received this training. We charge you tuition of \$995 for your first general manager if you open the Facility with our approval and your general manager completes general manager orientation within the time period established under this Agreement. You must pay the tuition then in effect as disclosed in our latest Uniform Franchise Offering Circular ("UFOC"), but not more than \$3,000, if you do not meet these deadlines. For any supplemental or replacement general manager, you must pay the tuition in effect for the program when your manager attends the program. You must also pay for your manager's travel, lodging, meals, incidental expenses, compensation and benefits.

**4.1.2 Owner Orientation Training.** We will offer an owner orientation training program to familiarize you with the System, the Chain, and our services. If this is your first System license, you (or a person with executive authority if you are an entity) must attend owner orientation preferably before, but not later than 60 days prior to the Opening Date. If we do not offer owner orientation training within this time period, you must attend the next program offered. Financial institutions and real estate mortgage investment conduits are exempt from the obligation to attend owner orientation, but may choose to do so at their option. Owner orientation will be no longer than five days. We charge you tuition of \$825 if you open the Facility with our approval and attend owner orientation within the time periods established under this Agreement. If you do not open the Facility and attend orientation by such deadlines, you must pay the tuition then in effect for this program as disclosed in our latest UFOC, but not more than \$3,000. You must also pay your travel, lodging, meal and incidental expenses.

**4.1.3 On-Site Opening Training.** We will provide, and your staff must attend, on-site opening training (at our discretion as to length and scheduling) to assist you in opening the Facility. We currently do not charge tuition for this program. You will pay the cost of any site used if the Facility is not available and the rent for any equipment we need. You must provide lodging for our trainers at your expense. You must also pay, at our request, the reasonable travel, meal and out-of-pocket expensed incurred by our trainers for on-site training.

**4.1.4 DaySkills Certification.** Each general manager must successfully complete the DaySkills (or successor) certification program on an annual basis. This program is accessible on-line via the System Intranet. Licensees also must complete DaySkills before the Opening Date.

**4.1.5 Remedial Training.** We may require you, your general manager and/or your staff to

participate in on-site remedial training if the Facility fails multiple quality assurance inspections and/or experiences significant complaints to our guest services department, as a condition to avoiding termination or to resumption of reservation service. You must pay the tuition in effect for this program when it is offered to you, and you must provide lodging for our trainers. As of December 31, 2004, tuition for remedial on-site training was \$450 per day, which must be paid before the training commences. We may increase the tuition charge in the future. The length of the remedial training could be up to five days, depending on the severity of the quality assurance and/or customer service issues.

**4.1.6 Supplemental Training.** We may offer other mandatory or optional training programs for reasonable tuition or without charge. This training could be held in our U.S. training center or other locations. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this training. This training may be held in conjunction with a Chain Lodging conference. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices. We may also offer Internet-based training via the Chain's intranet website.

**4.1.7 Cancellation Fees.** We will charge you a cancellation fee of 50% of the tuition for a program if you cancel your participation less than 15 days before it is scheduled to be held. If you fail to attend a training program as scheduled without notifying us in advance, your cancellation fee will be 100% of the tuition for the program. These fees are non-refundable and you will also be charged the full tuition in effect for the program when you reschedule your training.

**4.2 Reservation System.** We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Basic Service Charge for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We will provide software maintenance for the software we license to you to connect to the Reservation System if you are up to date in your payment of Recurring Fees and all other fees you must pay under any other agreement with us or our affiliate. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties.

#### **4.3 Marketing.**

**4.3.1** We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of Chain publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System licensees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

**4.3.2** We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you

(to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

**4.3.3 We will publish the Chain Directory.** We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We may assess you a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

**4.4 Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

**4.5 The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

**4.6 Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain licensees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny access to any such website while you are in default under this Agreement.

**4.7 System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain licensees and all separate policy statements in effect from time to time.

**4.8 Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.9. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

**5. Term.** The Term begins on the Effective Date and expires at the end of the fifteenth License Year. Some of your duties and obligations will survive termination or expiration of this Agreement.

NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

#### **6. Initial Fees.**

**6.1 Application and Initial Fees.** We should receive from you a non-refundable Application Fee of \$1,000.00. You will pay us a non-refundable Initial Fee in the amount of \$9,000.00 when you sign this Agreement, which is fully earned when we sign this Agreement, as the Relicense Fee established under the Prior Agreement.

#### **7. Recurring Fees, Taxes and Interest.**

**7.1** You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) ten days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

**7.1.1** A "Royalty" equal to five percent (5.0%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

**7.1.2** "System Assessment Fees," including a "Basic Service Charge" as set forth in Schedule C for advertising, marketing, training, the Reservation System and other related services and programs, and the specific additional charges and fees referred to in Schedule C or Section 4.2 of this Agreement as "Additional Charges," accrues from the Opening Date until the end of the Term, including during reservation suspension periods. We will allocate at least 39% of the Basic Service Charge to advertising, marketing and related services and programs. We reserve the right to increase or modify the System Assessment Fees for all Chain Facilities, and to add other fees and charges for new services, at our sole discretion as to amount or formula, from time to time, but with at least 30 days prior written notice and after consultation with the Days Inns Franchisee Advisory Association Board of Directors, by substituting a new Schedule C or otherwise, to reflect changes in the fully allocated costs of providing marketing and reservation services, and to add, drop or modify the types of services we offer. You will also pay or reimburse us for travel and other agent commissions paid for certain reservations at the Facility and a "GDS Fee" levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for this service. We, or our affiliates, may charge Facilities using the System outside the United States using a different formula.

**7.2** You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.

**7.3** "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

**7.4** If a transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new licensee for the Facility.

#### **8. Indemnifications.**

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any payment you make or fail to make to us, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

## **9. Your Assignments, Transfers and Conveyances.**

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this

Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

**9.2 Public Offerings and Registered Securities.** You may engage in the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$15,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

**9.3 Conditions.** We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a licensee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new license applicant, pay the Application and Relicense Fees then in effect, sign the form of License Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We may require structural changes to the Facility if it no longer meets System Standards for entering conversion facilities, or in the alternative, condition our approval of the Transfer on one or more of the following: limit the transferee's term to the balance of your Term, add a right to terminate without cause exercisable by either party after a period of time has elapsed, or allow you to terminate the License when you sell the Facility and pay us Liquidated Damages under Section 12.1 at the same rate as you would pay if the termination occurred before the Opening Date. Such payment would be due and payable when you transfer possession of the Facility. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

**9.4 Permitted Transferee Transactions.** You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the License Agreement form then offered prospective licensees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

**9.5 Attempted Transfers.** Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this

Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

**9.6 Notice of Transfers.** You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

**10. Our Assignments.** We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

#### **11. Default and Termination.**

**11.1 Default.** In addition to the matters identified in Sections 3.1 and 3.8, you will be in default under this Agreement if (a) you do not pay us when a payment is due under this Agreement or any other instrument, debt, agreement or account with us related to the Facility, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed. In the case of default resulting from the Facility's failure to meet Quality Standards as measured by a quality assurance inspection, you must act diligently to cure the default and resolve health, safety, cleanliness and housekeeping failures identified in the inspection report within 30 days after the failing inspection. Within 90 days after the failing inspection, you must also cure the remaining items identified in the inspection report and renovate and improve the Facility to meet our then current System Standards for entering conversion properties (or other standards specified under System Standards if we are not then accepting conversions) to cure the default. At your request, we will determine and provide a written improvement plan to assist your efforts to cure the default.

**11.2 Termination.** We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Days Inn", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or License Agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8)

you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

### **11.3 Casualty and Condemnation.**

**11.3.1** You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended stay or transient lodging facility after the Casualty.

**11.3.2** You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

**11.4 Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Basic Service Charges accrue during the suspension period. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may charge you, and you must pay as a condition precedent to restoration of reservation service, a Service Interruption Fee specified on Schedule C to reimburse us for our costs associated with service suspension and restoration. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval may be withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

**11.5 Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

## **12. Liquidated Damages.**

**12.1 Generally.** If we terminate the License under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and Basic Service Charges during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and Basic Service Charges since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment and Interest calculated under Section 7.3 accruing from 30 days after the date of termination. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000 multiplied by the number of guest rooms you are then authorized to operate under Schedule B of this Agreement, as amended. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

**12.2 Condemnation Payments.** In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and Basic Service Charges for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but you must pay the fees set forth in Section 7 when due until Condemnation is completed.

## **13. Your Duties At and After Termination.** When the License or this Agreement terminates for any reason whatsoever:

**13.1 System Usage Ceases.** You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility.

**13.2 Other Duties.** You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Revenues accruing while the Facility is identified as a "Days Inn", including Basic Service Charges for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

**13.3 Advance Reservations.** The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

**13.4 Survival of Certain Provisions.** Sections 3.8 (as to audits, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of the License and this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

**14. Your Representations and Warranties.** You expressly represent and warrant to us as follows:

**14.1 Quiet Enjoyment and Financing.** You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

**14.2 This Transaction.** You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your

owners and your finances that we request in the License Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement. To the best of your knowledge, neither you, your owners (if you are an entity), your officers, directors or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

**14.3 No Misrepresentations or Implied Covenants.** All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

#### **15. Proprietary Rights.**

**15.1 Marks and System.** You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

**15.2 Inurements.** All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

**15.3 Other Locations and Systems.** We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory described in Section 17.8. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

**15.4 Confidential Information.** You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information

(including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

**15.5 Litigation.** You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

**15.6 The Internet.** You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark without our consent. You will assign to us any such identification at our request without compensation or consideration. You must make available through the Reservation System and the Chain website all rates you offer to the general public via Internet marketing arrangements with third parties. You must participate in the Chain's best available rate on the Internet guarantee or successor program. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

## **16. Relationship of Parties.**

**16.1 Independence.** You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

**16.2 Joint Status.** If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or

entities.

**17. Legal Matters.**

**17.1 Partial Invalidity.** If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

**17.2 Waivers, Modifications and Approvals.** If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

**17.3 Notices.** Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, or (iii) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party (x) at its address stated below or as it may otherwise designate by notice, or (y) by such other means as to result in actual or constructive receipt by the person or office holder designated below. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Days Inns Worldwide, Inc.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278

Attention: Vice President-Franchise Administration; Fax No. (973) 496-5359

Your name: American Hotels Inc.,

Your address: 2622 W. Patterson Ave., Chicago, IL 60659,

Attention: Azmatullah Khan;

Your fax No.: 773-262-0710.

**17.4 Remedies.** Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

**17.5 Miscellaneous.** This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

**17.6 Choice of Law; Venue; Dispute Resolution.**

17.6.1 This Agreement will be governed by and construed under the laws of the State of New

Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

**17.6.2** The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

**17.6.3** You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

**17.6.4 WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE LICENSOR, THE LICENSEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

**17.7 Special Acknowledgments.** You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

**17.7.1** You received our Uniform Franchise Offering Circular ("UFOC") for prospective licensees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

**17.7.2** Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

**17.7.3** This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

**17.7.4** You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

**17.7.5** You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

**17.8 Protected Territory.** We will not own, operate, lease, manage, or license any party but you to

operate a Chain Facility in the "Protected Territory", defined below, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located within the same trading area having not more than 120% of the guest rooms of the replaced Chain Facility if its license with us terminates or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. By electing to include this section in your Agreement, you irrevocably waive any right to seek or obtain the benefits of any policy we now follow or may in the future follow to notify you about proposed Chain Facilities in the general area of the Facility, solicit information about the effect of the proposed Chain Facility on the revenue or occupancy of the Facility or decide whether to add the proposed Chain Facility to the Chain based on the potential effect of the proposed Chain Facility on the Facility or its performance. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only. The Protected Territory means from site three (3) miles north and three (3) miles south along I-94, 1/2 mile on either side.

**18. Special Stipulations.** The following special stipulations apply to this Agreement and supersede any inconsistent or conflicting provisions. You acknowledge that these stipulations and any changes made to the body of the Agreement at your request or in response to other changes to our form agreement are the product of arms' length negotiations with us and represent mutually agreed, material inducements to enter into this Agreement, beneficial to you and supported by adequate consideration from both parties. These are personal to you and are not transferable or assignable except to a Permitted Transferee.

**18.1. Special Combined Fees.** Notwithstanding Section 7.1, you will pay the "Combined Fee," consisting of the Royalty and the Basic Service Charge (excluding all Additional Charges such as commissions and related service charges, Internet fees, the Special Marketing Assessment, service fees and charges, guest reward and affinity program fees, guest complaint assessments, GDS Fees and similar fees and charges described in Schedule C), to us at the rates set forth in this Section, **provided that the Facility opens by the deadline specified in Section 3.1 of this Agreement:**

18.1.1 The Combined Fee shall be seven and three tenths percent (7.3%) of Gross Room Revenues accruing during the first and second License Year; and

18.2.2 The Royalty and Basic Service Charge shall be computed and paid at the rates specified in Section 7.1 on Gross Room Revenues accruing after the second License Year.

18.3.3 The rate changes set forth in this Section automatically terminate without notice or opportunity to cure, and the Combined Fee shall reset to the rates specified in Section 7, if and as of the date (i) a Termination occurs, or we send you a notice of default and you fail to cure the default within the time specified, if any, in the notice of default, or (ii) after you satisfy the Improvement

Obligation, the Facility receives a quality assurance inspection score of more than 200 (or its then equivalent) and the Facility fails to achieve a quality assurance inspection score of less than 200 in a reinspection to be performed not less than 60 days after the initial inspection:

**18.4 Liquidated Damages.** Liquidated Damages payable under Section 12.1 for a Termination that occurs will be One Thousand Dollars (\$1,000.00) for each guest room of the Facility you are authorized to operate at the time of Termination.

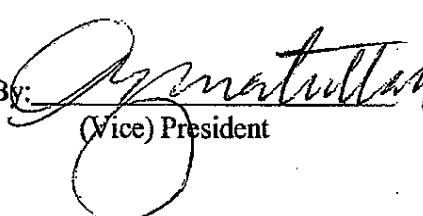
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

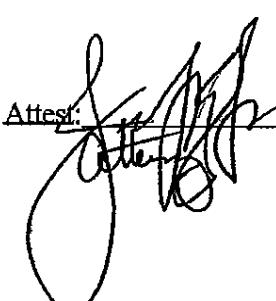
WE:  
DAYS INNS WORLDWIDE, INC.

By: \_\_\_\_\_  
Vice President

Attest:   
Assistant Secretary

YOU, as licensee:  
AMERICAN HOTELS INC.

By:   
(Vice) President

Attest: 

# **EXHIBIT A**

# **PART 2**

APPENDIX A

DEFINITIONS

Agreement means this License Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casually means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their licensees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Days Inn facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility, even if you sign this Agreement after the date you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Entry Charge means the fee you are to pay for gaining access to the Reservation System when you sign this Agreement and on the first and second anniversaries of the Effective Date under Section 6.2.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.1.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means:

(i) *If the Opening Date occurs on the first day of a month:* the period beginning on the Opening Date and ending on the day immediately preceding the first anniversary of the Opening Date, and each subsequent one year period; or

(ii) *If the Opening Date does not occur on the first day of a month:* the period beginning on the Opening Date and ending on the first anniversary of the last day of the month in which the Opening Date occurs, and each subsequent one year period.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at 12121 75<sup>th</sup> Street, Kenosha, WI 53142, as more fully described in Schedule A.

Losses and Expenses means (x) all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection; and (y) the "Returned Check Fee" we then specify in the System Standards Manual (\$20.00 on the Effective Date) if the drawee dishonors any check that you submit to us.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Days Inn" and other marks (U.S. Reg. Nos.: 1,160,430; 1,160,431; 1,420,612; 1,469,518; and 1,003,834) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.16.

Minor Renovation Ceiling Amount means \$3,000.00 per guest room.

Minor Renovation Notice means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.16.

Opening Date means the date as of which we authorize you to open the Facility for business identified by the Marks and using the System even if you sign this Agreement after that date. Unless we require that you close the Facility to perform any pre-opening Improvement Obligation, the Opening Date is the Effective Date.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, Basic Service Charges, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee you are to pay for signing this Agreement as stated in Section 6. It also refers to the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

System Assessment Fees means the fees you pay to us under Section 7 and Schedule C for reservation services, including the Basic Service Charge and any other fees we charge for services provided by or through the Reservation System.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7(a). "Royalties" means the aggregate of all amounts owed as a Royalty.

Service Interruption Fee means the fee you pay us when we suspend Central Reservation System service because you default under this Agreement, in the amount specified in Schedule C.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Operating Policies Manual, the Planning and Design Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as licensee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Days Inns Worldwide, Inc., a Delaware corporation, its successors and assigns.

**SCHEDULE A**

(Legal Description of Facility)

09/29/2001 04:32 9254473538 JAMES CUA  
 DEC 20 U.S. GOV'T PRINTING OFFICE 830-571-3933  
 Kemp & Brzakowski, Ltd.

P. 3

GEORGE E. COLE No. 801 REC.  
 LEGAL FORMS February 1988

**WARRANTY DEED**  
**Statutory WISCONSIN**  
**(Corporation to Corporation)**

CAUTION: Consult a lawyer before using  
 or acting under this form. Neither the  
 publisher nor the seller of this form makes  
 any warranty with respect thereto, including  
 any warranty of merchantability or fitness  
 for a particular purpose.

Above Space for Recorder's use only

THE GRANTOR

PIONEER HOTEL GROUP, LLC.

a corporation created and existing under and by virtue of the laws of the State of ILLINOIS and duly authorized  
 to transact business in the State of WISCONSIN, for and in consideration of TEN DOLLARS  
(\$ 10.00) DOLLARS,

in hand paid, and pursuant to authority given by the Board of Directors  
 of said corporation, CONVEYS and WARRANTS to

AMERICAN HOTELS, INC.

a corporation organized and existing under and by virtue of the laws of the State of ILLINOIS having its  
 principal office at the following address 12121 75th St., Kenosha, Wisconsin 53142, the  
 following described Real Estate situated in the County of KENOSHA and State of WISCONSIN with  
 Parcel A of certified survey map No. 1665, being a division of lot 2½ of Certified  
 Survey Map No. 1202 of part of the Northeast ¼ of the Northwest ¼ of Section 12,  
 Town 1 North, Range 21 East. Said land lying and being in the town of Bristol  
 County of Kenosha and State of Wisconsin, recorded in the office of the Register  
 of Deeds for Kenosha County on May 3, 1983, in Volume 1584, Pages 437-438, as  
 Document No. 925407, commonly known as 12121 75th Street, Bristol, Wisconsin

TAX Key No. 35-4-121-121-0126

Permanent Real Estate Index Number(s): \_\_\_\_\_

Address(es) of Real Estate: 12121 75th St. Bristol, Wisconsin  
 In Witness Whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused his name to be signed to these  
 presents by its President, and attested by its Secretary, this 1st day of  
December, 2005.

PIONEER HOTEL GROUP, LLC.

(Name of Corporation)

Impress  
 Corporate Seal  
 Here

By:

President

Attest:

Secretary

SCHEDULE B

PART I: YOUR OWNERS:

Name	Ownership Percentage	Type of Equity Interest
Azmatullah Khan	100.00%	Common Stock

PART II: THE FACILITY:

Primary designation of Facility: Days Inn

Number of approved guest rooms: 97.

Parking facilities (number of spaces, description): 97.

Other amenities, services and facilities: Indoor Pool, Outdoor Pool, Whirlpool, Meeting Space.

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List to be attached.]

Page: 1 of: 8



Revised on October 12, 2005

OWNER/APPLICANT		ROOM DIMENSIONS - EXISTING			GUESTROOMS		
Property Name:	Days Inn #05002	# of Rms 48	13	(width) x 19	(length) = 247.00	sq. ft.	TOTAL ROOMS: 97
Property Address:	12121 75th Street	# of Rms 48	13	(width) x 26	(length) = 338.00	sq. ft.	Rentable 97
City:	Kenosha	# of Rms 1	17	(width) x 26	(length) = 442.00	sq. ft.	
Conversion Consultant:	Terry Howell	# of Rms		(width) x	(length) =	sq. ft.	
Owner/Applicant:	Azmatullah Khan	# of Rms		(width) x	(length) =	sq. ft.	
Phone:	(773) 386-1046	# of Rms		(width) x	(length) =	sq. ft.	
Franchise Retention:	Ted Anka	# of Rms		(width) x	(length) =	sq. ft.	
Phone:	(312) 925-2738	ROOM DIMENSION STANDARD: 288 SF					

## PROPERTY CONDITION SUMMARY

This 30-year-old original Howard Johnson (site #1594) is located in a "Level B" market and contains five buildings connected via interior corridors. There are two commercial buildings; one containing the lobby and one containing the restaurant and lounge that is leased out to an outside third party. There are also three rectangular-shaped, 2-story, interior corridor guestroom buildings constructed of concrete block with a combination of brick and wood facade. Exterior renovations of the commercial and guestroom buildings will be required along with public and guestroom/bath area renovations. Landscaping will require upgrading to maximize curb appeal. There are 48 guestrooms that measure 247 SF. These rooms are required to be designated as single-bedded rooms. The property is located along Highway 50 just off of I-94 (exit #344) approximately 45 miles North of Chicago, IL and 40 miles South of Milwaukee, WI. clientele consists of truckers, transients and corporate travelers. Competition includes Best Western, Country Inn and Suites, Baymont Inn, Comfort Suites and Super 8 Motel.

PUBLIC AREA DIMENSIONS - EXISTING		STANDARD		PUBLIC AREA DIMENSIONS - EXISTING			STANDARD			
Lobby	19	(width) x 28	(length) = 532.00	sq. ft.	800 SF	Lounge	18	(width) x 30	(length) = 540.00	sq. ft.
Meeting Room	26	(width) x 41	(length) = 1066.0	sq. ft.				(width) x	(length) =	sq. ft.
Restaurant	26	(width) x 88	(length) = 2288.0	sq. ft.		BRAND VARIANCES		(width) x	(length) =	sq. ft.

Due to limited deck size, the existing 4 tables, 12 arm chairs and 6 chaise lounge chairs is acceptable for the indoor pool area.

The existing brick accent walls in corridors and stainwells are acceptable if condition is maintained.

A second nightstand and second headboard wall lamp is not required in one-bedded rooms that measure 247 SF.

The existing furniture and lamp package in jungle theme room (room #242) are acceptable until condition grades a "Moderate" on any future Quality Assurance Evaluation. Upon replacement, furniture and lamp package meeting System Standards are required.

**ONLY THE FRANCHISOR MAY REVISE THIS PUNCHLIST. PUNCHLIST VOID 180 DAYS AFTER INSPECTION DATE UNLESS FRANCHISE OR LICENSE AGREEMENT BECOMES EFFECTIVE.**

This Punchlist identifies actions needed to cause the Facility to meet the Franchisor's standards. You are solely responsible for compliance of the Facility with applicable federal, state and local laws, codes, ordinances and regulations.

You have been provided a Punchlist Reference Guide to assist in compliance with punchlist completion and Brand Standards. This Punchlist was based on a random sample inspection of the Facility on the date specified. You may need to take additional actions to meet our Standards, or comply with law, or at our discretion if we modify our Standards or the condition of the Facility changes materially after the inspection date.

Failure to comply with specified deadlines for completing items may result in default under your franchise agreement and reservation service suspension.

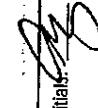
The Franchise Review Committee may by its discretion revise this Punchlist as a condition of approving your application. You should not consider this Punchlist to be final until we sign the License or Franchise Agreement. Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Revisions-All Previous Copies are Invalid

10/12/05

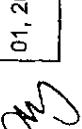
AMS

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Quality Assurance

Initials: 

PUCRZ

EXTERIOR		SCOPE OF WORK	For Office Use Only
COMPLETION DATE			
120 days from new license agreement	Replace non-compliant signage at the Southeast entrance area (along I-94 entrance ramp) and lobby sign.		
180 days from new license agreement	Exterior renovation plans must be approved prior to commencement of work through written approval by the Design Development Department reached at (973) 496-2522. Renovate property per the "Level B" Brand upgrade to include roofline modification, Company design features, installation of an approved insulated finish system, etc.		
180 days from new license agreement	The enhancement of the roofline around the perimeter of the guestroom buildings (to include backside) and commercial/lobby building elevation is required to improve the property's curb appeal. A standing seam parapet roof based on the current roofline appearance and to coordinate with the commercial building porte cochere/roof is required.		
180 days from new license agreement	Install a new exterior finish system such as stucco, synthetic stucco or similar to conceal brick and block façade. Removal of wood trim from commercial building is required at this time.		
180 days from new license agreement	Incorporate Days Inn design features into the building façade and railings to include commercial buildings and courtyard side of the guestroom buildings.	DR	
180 days from new license agreement	Replace windows to eliminate broken seals and fogged appearance (i.e. building entrance "B").		
180 days from new license agreement	Replace balcony railings per International Building Code, state and local codes and laws, as well as satisfying all criteria listed in the Standards of Operations Manual. Mesh style railings are prohibited.		
Prior to June 01, 2006	Resurface badly cracked and damaged areas of parking lot (i.e. North & South sides of the property along with Dumpster and truck parking areas).		
Prior to June 01, 2006	Paint wheel stops where chipped.		
180 days from new license agreement	Replace damaged wood on hotel and restaurant Dumpster enclosures.		
Prior to June 01, 2006	Install gates on hotel and restaurant Dumpster enclosures.		
Prior to June 01, 2006	Landscape will require upgrading to enhance existing islands, courtyard, swimming pool area, property entrance and building perimeters. Eliminate weeds and provide additional ground cover in all landscaped beds/islands (i.e. along lobby building). Manicure overgrown shrubs throughout the property.		
Prior to June 01, 2006	Maintain a regular grooming schedule. Provide seasonal hearty flowers to enhance overall property curb appeal. Attention should be directed to the street frontage, within and adjacent to parking areas, at entry driveways, porte cochere, the building perimeter and in courtyards and swimming pool area.		
Prior to June 01, 2006	Refer to landscaping photos FP-3, FP-4, FP-6, FP-7, FP-8, IS-4, IS-5, OP-1, ST-4 and ST-5 in the Punchlist Reference Guide for assistance.		

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PLCREAT

COMPLETION DATE		PUBLIC AREAS	SCOPE OF WORK
Immediate compliance		Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.	For Office Use Only
90 days from new license agreement		All owners/general managers are required to attend all Days Inn orientation/training.	
90 days from new license agreement		Property manager is required to be TripRewards certified and property must comply with all TripRewards requirements.	
Immediate compliance	5/31/08	Provide complimentary USA Today® newspapers.	
Immediate compliance		Provide wireless, high-speed Internet access in both the lobby and breakfast areas.	
Immediate compliance		If restaurant ceases to serve breakfast or closes, a Daybreak® breakfast per System Standards is required.	
Immediate compliance		Ensure property is in compliance with all items outlined in the Standards of Operation and Design Manual for Days Inn to include but not be limited to current market collateral, staff uniforms, guest convenience and amenity items, guestroom amenities and supplies and so on.	
Immediate compliance		Provide flammable storage per System Standards.	
120 days from new license agreement		Replace lobby, corridor and stairwell carpet to include connecting corridor leading from lobby to guestrooms.	
120 days from new license agreement		Replace "Days Inn" logo'd floor mat at lobby entrance area.	
120 days from new license agreement		Replace 1" ceramic floor tiles per System Standards in connecting corridor leading from lobby to restaurant and lounge.	
120 days from new license agreement		Replace lobby and lobby restroom wallcovering per System Standards. Painted wall vinyl is prohibited.	
120 days from new license agreement		Replace mirrors in lobby area restrooms where desired.	
120 days from new license agreement		Replace sink drains in lobby area restrooms.	

  
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PLCRPA

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Quality Assurance

05002 CO D1

ROOMS INSPECTED		GUESTROOMS	
COMPLETION DATE	SCOPE OF WORK	For Office Use Only	
Immediate compliance	Facilities to assist the handicapped in accordance with local, state and federal codes, regulations and ordinances are required.		
Immediate compliance	Provide hairdryers (where missing as in room #119), AM/FM alarm clock radios and required supplies in all guestrooms. A minimum of 50% of guestrooms must be designated as non-smoking. All major network channels are required.		
10/31/06	Provide high-speed Internet access in all guestrooms.		
05/01/06	Install upgraded bath amenity package to include curved shower rods, 6-function showerheads and So Terre hookless shower curtains.		
120 days from new license agreement	Provide entrance door numbers where missing as in room #238.		
120 days from new license agreement	Paint doorframes where chipped (i.e. rooms with chain locks) as in rooms #218, #226 and #234.		
30 days from new license agreement	Re-adjust self-closures to ensure all guestroom doors close properly (i.e. rooms #137, #222 and #237).		
120 days from new license agreement	Replace guestroom and bath area wallcovering where damaged/scuffed as in rooms #137 and #218. Install/apply bath area wallcovering per System Standards in rooms with flat painted walls (i.e. #119 and #250).		
120 days from new license agreement	Replace carpet where stained, damaged and/or worn as in rooms #133, #218, #222 and #250.		
120 days from new license agreement	Replace loop style carpet as in rooms #137 and #212. Loop style carpet is prohibited.		
120 days from new license agreement	Refinish casegoods (i.e. tables, headboards, nightstands, desks, credenzas, armoires, etc.) to eliminate worn surfaces as in rooms #137 and #234 (dark oak color casegoods).		
120 days from new license agreement	Replace occasional and desk chairs throughout.		
120 days from new license agreement	Provide a matching second headboard wall lamp in one-bedded rooms with one king-size bed as in room #250.		
120 days from new license agreement	Replace sofa sleepers where damaged/worn as in room #218.		
120 days from new license agreement	Replace tabletop lamps and floor lamps where tarnished as in rooms #133, #218 and #226.		
	Replace lampshades where stained as in rooms #226 and #234.		


  
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		GUESTROOMS
ROOMS INSPECTED	COMPLETION DATE	SCOPE OF WORK
119, 120, 131, 133, 137, 206, 212, 218, 222, 226, 234, 242 and 250.	120 days from new license agreement	Replace bedspreads where worn, faded, damaged, mismatched with draperies and/or stained as in room #234.
	120 days from new license agreement	Replace draperies where worn, stained, damaged and/or worn as in rooms #131, #137 and #234.
	120 days from new license agreement	Replace draperies that are not 100% blackout as in room #250.
	120 days from new license agreement	Replace bedssets (mattresses and boxsprings) to eliminate all that are stained, sagging or have loss of support as in rooms #120, #218 and #222.
	120 days from new license agreement	Replace existing closet rack with a chrome closet rack.
	120 days from new license agreement	Replace vanities and sinks where worn, chipped and/or cracked as in rooms #119, #120, #131 and #133.
	120 days from new license agreement	Replace vanity mirrors where delivered as in rooms #131 and #137.
	30 days from new license agreement	Provide vanity light bulbs where missing (i.e. room #218).
	120 days from new license agreement	Replace plumbing fixtures/trim (sinks and tubs) where tarnished or corroded (faucets, drains rings, etc.) as in rooms #131, #133 and #137.
	120 days from new license agreement	Provide sink and bathtub stoppers and "hot & cold" faucet indicators where missing as in rooms #120 and #218.
	120 days from new license agreement	Replace 1" ceramic tile bathroom flooring. 1" ceramic tile is not acceptable.
	120 days from new license agreement	Replace non-skid treatments in all tubs where worn or discolored as in rooms #218 and #234.
	30 days from new license agreement	Deep clean toilet bowls where stained/discolored as in rooms #218 and #226.
		Upon next wallcovering renovation, eliminate pamper panels and relocate electrical/cable outlets to within 16" of the floor. Refinish walls to a like new condition.

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Page: 8 of 8

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**DAYS INNS WORLDWIDE, INC.**  
**SCHEDULE C**  
**April 2005**

**A. System Assessment Fees**

The System Assessment Fee includes the Basic Service Charge equal to 3.8% of Gross Room Revenues. We reserve the right to increase or modify the Basic Service Charge and any Additional Charges for all Chain Facilities in the United States and to add other fees and charges for new services, at our sole discretion as to amount or formula from time to time but with at least 30 days prior written notice and after consultation with the Board of Directors of the Days Inns Franchisee Advisory Association, and to add, drop or modify the types of services offered.

**B. Mandatory Marketing Program Charge**

We charge a Mandatory Marketing Program Charge for your participation in the TripRewards® or successor guest loyalty program. Under TripRewards, program members staying at qualifying rates at Chain Facilities earn their choice of TripRewards points, airline miles or other program currency. TripRewards points are redeemable for free stays at Chain Facilities and for travel, merchandise, entertainment and other awards. The Mandatory Marketing Program Charge is up to 5% of the Gross Room Revenues accruing from each qualifying stay at the Facility. We will proactively match and award members with points or other program currency they earn on qualified stays even if they do not present their TripRewards membership card upon check-in. You will be billed monthly in arrears for qualifying stays by program members during the preceding month.

**C. GDS and Internet Booking Fees**

We will charge you under our Central Commission Payment Program either a GDS Fee or an Internet Booking Fee for reservations processed through the global distribution systems ("GDS"), including any operated by an affiliate, or the Internet for your Facility. The GDS Fee described in Section 7 is \$4.50 per reservation processed through any GDS or through any Internet website powered by a GDS. Internet-originated reservations carry fees of \$3.50 per reservation booked through sources other than GDS powered websites or our Chain website. GDS and Internet-originated reservations may also carry a commission if the originator qualifies. If a guest cancels a GDS or Internet-originated reservation using the same source as was used to originate the reservation, you will not be charged the applicable fee.

**D. Additional Reservation System Charges**

Agency and other commissions are typically 10% of the Gross Room Revenues generated by each reservation booked by an agency or other qualifying originator. Agencies which are part of a travel consortium or a travel management company, including our affiliates, may charge additional commissions of up to 5% and/or participation fees to be included in their programs. We may raise the agency commission to up to 15% of Gross Room Revenues from time to time for certain Chain-wide promotions upon 20 days advance written notice. Such

increases will apply only to reservations booked after we announce the increased commission unless we specify otherwise. The general sales agent commission (also known as the international sales office commission) is 15% of the Gross Room Revenues generated by each reservation originated in an area served by a general sales agent/international sales office and includes the agency commission.

We may assess you for additional fees or commissions charged us by distribution channels, travel intermediaries and retailers or for performing other services. By accepting reservations from the GDS, Internet, travel agencies and other intermediaries, you agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to them on your behalf.

If we suspend Central Reservation System service because of your default under this Agreement, then you must pay us a Service Interruption Fee of \$200 before we restore service.

You must (i) make available through the Central Reservation System and the Chain website room rates equivalent to those offered to the general public by third parties that you authorize to offer and sell reservations for the Facility's guest rooms and (ii) participate in the Chain's Best Available Rate Guarantee Program according to its published requirements. Beginning May 1, 2004 if a guest finds a lower publicly available rate on the Internet than the "Best Available Rate" you offer through the Chain website or the Central Reservation System for the same date and accommodations and the guest meets all Program requirements, you must provide the first room night to the guest without a room charge. You may collect standard incidental fees, charges and taxes. We will also charge you a Processing Fee of \$25 to reimburse us for our administrative charges of handling the complaint.

We will offer you the opportunity to participate in certain Internet distribution channel marketing and reservation activity with third parties including our affiliates. Under one type of arrangement, you will offer rooms for sale through an electronic distribution channel on which you will be paid a net, non-commissionable rate if and when the rooms are sold by the distribution channel at its marked-up rate. For providing and managing this activity we may receive commissions from the Internet distribution channels based upon the mark-up or room rates that they receive for renting your rooms. The net rate you receive, not the mark-up retained by the channel, should be included in Gross Room Revenues. We will allocate these commissions to Royalties and Basic Service Charges in equal proportions. Under another type of arrangement, you will offer rooms for sale through an electronic distribution channel at your best commissionable rate. The distribution channel will not mark-up these rates but will charge you a commission of up to 15% on consumed room nights.

The "property to property" incentive sales commission is 5% of the Gross Room Revenues generated from each reservation originated by another Chain Facility through the Central Reservation System. You will receive an incentive commission equal to 5% of the Gross Room Revenues generated by a reservation originated through the Facility's Reservation System terminal. We may establish rules and procedures for this program in the Manuals. Your incentive commissions are payable monthly in arrears. We may use your incentive commission payments to offset amounts you owe us for Recurring Fees and other charges, or owe our

Affiliates for other fees and charges.

We or an affiliate may charge you a commission of up to 10% of the Gross Room Revenues generated from consumed reservations booked by members of affinity groups and organizations participating in our Member Benefits sales program. We or our affiliate usually pays a portion of this commission to the affinity group or organization in exchange for promoting the Member Benefits program to its members.

E. Guest Services Assessment

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. If you do not respond to any complaint within 7 business days after we refer it to you and the guest contacts us again to seek resolution, we will charge you a "Guest Services Assessment" of \$75.00, plus the costs we incur to settle the matter with the guest. In addition, if the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish with the approval of the Board of Directors of the Days Inn Franchise Advisory Association, Inc., we will charge you a "Processing Fee" of \$25.00 for each additional complaint we receive during that year, regardless of whether you are able to resolve it to the guest's satisfaction. We may change or eliminate the Guest Services Assessment, the Processing Fee, the Annual Facility Allotment and/or the time for responding to or resolving a guest complaint on a Chain-wide basis at any time upon 30 days advance notice, with the approval of the Board. The Guest Services Assessment and the Processing Fee are intended only to reimburse us for the costs of complaint handling and are not intended as penalties or liquidated damages. All guest complaints remain subject to indemnification under this Agreement.

## GUARANTY

To induce Days Inns Worldwide, Inc., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee", to which this Guaranty is attached, the undersigned, jointly and severally ("we", "our", "us"), irrevocably and unconditionally, (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

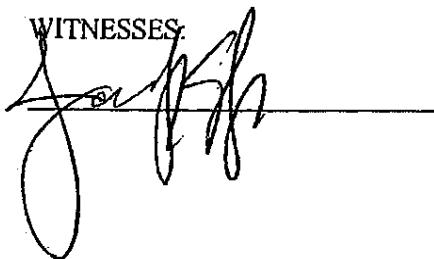
Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue and Dispute Resolution, and WAIVER OF JURY TRIAL, applies to this Guaranty.

Upon the death of an individual Guarantor, the estate of the Guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other Guarantors will continue in full force and effect.

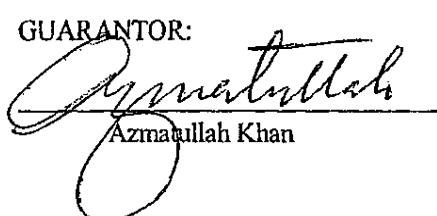
I will be liable to pay under this Guaranty only if the following conditions are met: (1) you notify me that you have issued a written notice of default under the Agreement, or the License or the Agreement has terminated, and Licensee has failed to pay in the full amounts then owed to you under the Agreement; and either (2) you notify me that Licensee (a) has not delivered financial statements certified by its Chief Executive Officer, that demonstrate that its tangible net worth is at least One Million Dollars (\$1,000,000), as determined under generally accepted accounting principles, as of or at a date within 30 days of the default notice, or (b) has not delivered financial statements for each month thereafter within 20 days after the end of the month that demonstrate that such minimum tangible net worth has been maintained; or (3) after delivery the initial financial statements described in clause (2), Licensee makes any distribution of assets, pays or declares any dividend or return of capital, redeems or purchases any of its equity interests, repays any debts owned to or makes any loans to its equity owed or their affiliates, sells, leases, donates or borrows against any assets and fails to apply the proceeds to pay amounts owed to you in full, takes any action toward merger, consolidation, sale of substantially all or a material part of its assets, dissolution, winding up or liquidation, or is the subject of any bankruptcy, reorganization, receivership, composition, general assignment or similar action. I acknowledge that I must furnish to you, or cause Licensee to furnish to you the financial statements of Licensee accurately showing its tangible net worth and certified as accurate by the Chief Financial and Executive Officers of Licensee. You may conclusively presume that Licensee's net worth is less than One Million Dollars (\$1,000,000) if financial statements certified as described above are not provided to you within 10 days after my receipt of your written notice described in clause 1 above.

IN WITNESS WHEREOF, I have signed this Guaranty effective as of the date of the Agreement.

WITNESSES:



GUARANTOR:



Azmatullah Khan

# **EXHIBIT B**



Wyndham Hotel Group  
Franchise Administration  
1 Sylvan Way  
Paramus, NJ 07054  
800 830 8445 Fax

22445X JUL 10, 2007 ACT WT LTR #PK 1  
SERVICE 2DA BILL WT LTR  
TRACKING# 1Z22445X0254807916 ALL CURRENCY USD  
COST CENTER: 006-5072  
REF 2: SENT BY COMPLIANCE

July 10, 2007

<b>HANDLING CHARGE 0.00</b>		<b>REFERENCE RATE CHARGES:</b>	<b>SERVICE 4.68 USD</b>
DV 0.00	COD 0.00	RS 0.00	
DC 0.00	HZMT 0.00	SD 0.00	
AH 0.00	NTFY 0.00	SP 0.00	
<b>TOT REF CHG 4.68</b>		<b>REF+HANDLING 4.68</b>	

Mr. Azmatullah Khan  
American Hotels Inc.  
2622 West Patterson Avenue  
Chicago, IL 60659

**Re: NOTICE OF MONETARY DEFAULT relating to Days® Unit #5002-60176-5 located in Kenosha, WI (the "Facility")**

Dear Mr. Khan:

I write on behalf of Days Inns Worldwide, Inc. ("we," "us," or "our") regarding the License Agreement dated December 1, 2005 between American Hotels Inc ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of July 9, 2007, your account is past due in the amount of \$151,594.49. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 30 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

Valerie Capers Workman  
Vice President  
Franchise Administration

Enclosure

cc: Ken Greene  
Rob Spence



Report Date : 09-JUL-07

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 09-JUL-2007  
Customer No : 05002-60176-05-DAY  
Category Set :  
Category Group :  
Group No :  
Bankruptcy : No  
Disputed : No  
Bankruptcy Sites  
No

Page 1 of 17

Report Date : 09-JUL-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date : 09-JUL-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
NOV-2004	IN1408436-001#1	04-NOV-04	Q/A REINSPECTIO	500.00	0.00	13.91			513.91
	IN1410860-001#1	11-NOV-04	PROCS CHG JEREM	25.00	0.00	3.63			28.63
	IN1412867-001#1	18-NOV-04	NOV-MSL SOFTWARE	206.80	0.00	29.87			236.67
	IN1413932-001#1	22-NOV-04	PROCS CHG PAUL B	25.00	0.00	4.02			29.02
	TP4007062-001#1	24-NOV-04	GDS & INTERNET	24.30	0.00	3.88			28.18
			Sub Total	781.10	0.00				836.41
DEC-2004	IN1427182-001#1	09-DEC-04	PROCS CHG PATRI	25.00	0.00	4.02			29.02
	TA30128795-001#1	20-DEC-04	DEC-MSI SOFTWARE	206.80	0.00	33.01			239.81
	TA3013215-001#1	23-DEC-04	T/A COMMISSIONS	71.28	0.00	11.35			82.63
	TPA013215-001#1	23-DEC-04	GDS & INTERNET	77.00	0.00				89.28
	IN1433263-001#1	27-DEC-04	G/S Darrell Jam	27.42	0.00	4.39			31.81
	IN1433263-003#1	27-DEC-04	TRIPREWARDS 5% C	142.18	0.00	22.65			164.83
	IN1433263-002#1	27-DEC-04	PROCS CHG Darre	25.00	0.00	4.02			29.02
	IN1439582-001#1	30-DEC-04	DEC-FPU INTERN-N	19.95	0.00	3.19			23.14
	MV09000900-001#1	31-DEC-04	ROYALTY FEE	194.00	0.00	30.96			224.96
			Sub Total	788.63	0.00				125.87
JAN-2005	IN1444402-001#1	20-JAN-05	JAN-MSI SOFTWARE	206.80	0.00	33.01			239.81
	IN1449641-001#1	27-JAN-05	TRIPREWARDS 5% C	62.17	0.00	9.89			72.06
	TA3019331-001#1	28-JAN-05	T/A COMMISSIONS	65.50	0.00	10.47			75.97
	TPA019331-001#1	28-JAN-05	GDS & INTERNET	60.50	0.00				70.17
	MW09000901-002#1	31-JAN-05	MARKETING FEE	398.08	0.00	63.49			461.57
	MW09000901-003#1	31-JAN-05	RESERVATION FEE	610.00	0.00	97.32			707.32
	MW09000901-001#1	31-JAN-05	ROYALTY FEE	1326.92	0.00	211.65			1538.57
	IN1455549-001#1	31-JAN-05	JAN-FPU INTERN-N	19.95	0.00	3.19			23.14
			Sub Total	2749.92	0.00				438.69
FEB-2005	IN1462855-001#1	24-FEB-05	FEB-MSI SOFTWARE	206.80	0.00	33.01			239.81
	IN1462855-002#1	24-FEB-05	TRIPREWARDS 5% C	256.61	0.00	40.94			297.55

Report Date : 09-JUL-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 09-JUL-2007

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
	TA3025214-001#1	25-FEB-05	T/A COMMISSIONS		47.50	0.00	7.59		55.09
	TP4025214-001#1	25-FEB-05	GDS & INTERNET		23.00	0.00	3.70		26.70
	MV0940902-002#1	28-FEB-05	MARKETING FEE		396.92	0.00	63.29		460.21
	TN1468013-001#1	28-FEB-05	FEE-PPU INTER-N		19.95	0.00	3.19		23.14
	MV0900902-001#1	28-FEB-05	ROYALTY FEE		1323.08	0.00	211.05		1534.13
	MV0900902-003#1	28-FEB-05	RESERVATION FEE		608.00	0.00	96.95		704.95
			Sub Total		2881.86	0.00	459.72		3341.58
MAR-2005	IN1478218-001#1	24-MAR-05	MAR-MSI SOFTWARE		206.80	0.00	33.01		239.81
	TA3031353-001#1	31-MAR-05	T/A COMMISSIONS		6.30	0.00	1.00		7.30
	MV0924052-003#1	31-MAR-05	RESERVATION FEE		753.00	0.00	120.11		873.11
	TP401353-001#1	31-MAR-05	GDS & INTERNET		3.50	0.00	0.53		4.03
	MV0924052-002#1	31-MAR-05	MARKETING FEE		490.85	0.00	78.29		569.14
	MV0924052-001#1	31-MAR-05	ROYALTY FEE		1636.15	0.00	260.96		1897.11
	MV0924829-001#1	31-MAR-05	TRIPREWARDS 5%C		142.93	0.00	22.81		165.74
	IN1484829-002#1	31-MAR-05	MAR-PPU INTER-N		19.95	0.00	3.19		23.14
			Sub Total		3259.48	0.00	519.90		3779.38
APR-2005	IN1493298-001#1	21-APR-05	APR-MSI SOFTWARE		206.80	0.00	33.01		239.81
	IN1499025-002#1	28-APR-05	APR-PPU INTER-N		19.95	0.00	3.19		23.14
	IN1499025-001#1	28-APR-05	TRIPREWARDS 5%C		145.98	0.00	23.27		169.25
	MV0924053-002#1	30-APR-05	MARKETING FEE		507.46	0.00	80.95		588.41
	MV0924053-003#1	30-APR-05	RESERVATION FEE		778.00	0.00	124.09		902.09
	MV0924053-001#1	30-APR-05	ROYALTY FEE		1691.54	0.00	269.80		1961.34
			Sub Total		3349.73	0.00	534.31		3884.04
MAY-2005	IN1507625-001#1	19-MAY-05	MAY-MSI SOFTWARE		206.80	0.00	33.01		239.81
	IN1512231-001#1	26-MAY-05	TRIPREWARDS 5%C		129.67	0.00	20.70		150.37
	MV0924054-002#1	31-MAY-05	MARKETING FEE		610.38	0.00	97.37		707.75
	MV0924054-001#1	31-MAY-05	ROYALTY FEE		2034.62	0.00	324.54		2359.16

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## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 09-JUL-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2005	IN1525095-002#1	23-JUN-05	JUN-MSI SOFTWARE	19.95	0.00	3.19	23.14	23.14
	IN1525095-001#1	23-JUN-05	PROCS CHG Karen	936.00	0.00	149.30	1085.30	1085.30
	IN1531213-003#1	31-MAY-05	JUN-PPU INTER-N RESERVATION FEE					
	IN1531213-002#1	30-JUN-05	TRIPREWARDS 5%					
	IN1531213-001#1	30-JUN-05	PROCS CHG Kirk					
			Sub Total	3937.42	0.00	628.11	4565.53	4565.53
JUL-2005	IN1534425-001#1	08-JUL-05	PROCS CHG Arthur	206.80	0.00	33.01	239.81	239.81
	IN1535500-001#1	14-JUL-05	G/S Thomas Spin	25.00	0.00	4.02	29.02	29.02
	IN1535500-003#1	14-JUL-05	G/S Arthur Stub	56.18	0.00	8.95	65.13	65.13
	IN1535500-004#1	14-JUL-05	TRANS CHG Arthur	75.00	0.00	11.97	86.97	86.97
	IN1535500-002#1	14-JUL-05	TRANS CHG Thomas	75.00	0.00	11.97	86.97	86.97
	IN1537255-002#1	21-JUL-05	JLY-MSI SOFTWARE	206.80	11.37	34.78	252.95	252.95
	IN1537255-001#1	21-JUL-05	PROCS CHG Albin	25.00	0.00	4.02	29.02	29.02
	TA052607-001#1	28-JUL-05	T/A COMMISSIONS	20.20	0.00	3.19	23.39	23.39
	IN1543013-001#1	28-JUL-05	PROCS CHG Janet	25.00	0.00	4.02	29.02	29.02
	IN1543013-003#1	28-JUL-05	PROCS CHG Franc	25.00	0.00	4.02	29.02	29.02
	IN1543013-005#1	28-JUL-05	PROCS CHG Crypt	25.00	0.00	4.02	29.02	29.02
	IN1543013-007#1	28-JUL-05	PROCS CHG Robert	200.16	0.00	31.90	232.06	232.06
	IN1543013-009#1	28-JUL-05	TRIPREWARDS 5%					
	IN1543013-011#1	28-JUL-05	PROCS CHG Mike	25.00	0.00	4.02	29.02	29.02
	IN1543013-010#1	28-JUL-05	PROCS CHG Debbi	25.00	0.00	4.02	29.02	29.02
	IN1543013-008#1	28-JUL-05	PROCS CHG Timot	25.00	0.00	4.02	29.02	29.02
	IN1543013-006#1	28-JUL-05	PROCS CHG Armin	25.00	0.00	4.02	29.02	29.02
	IN1543013-004#1	28-JUL-05	PROCS CHG Vicki	25.00	0.00	4.02	29.02	29.02
	IN1543013-002#1	28-JUL-05	PROCS CHG Dawn	19.95	0.00	3.19	23.14	23.14
	IN1543013-012#1	28-JUL-05	JLY-PPU INTER-N GDS & INTERNET	4.50	0.72	0.72	5.22	5.22
	TP4052607-001#1	28-JUL-05						

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Customer No : 05000-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	TOTAL
						Sub Total	11.37	160.50
						992.79		1164.66
AUG-2005	IN1550120-001#1	10-AUG-05	G/S Kirk Hopink	40.00	0.00	6.38	4.6	3.8
	IN1550120-005#1	10-AUG-05	PROCS CHG Charli	25.00	0.00	4.02	2.9	0.02
	IN1550120-007#1	10-AUG-05	PROCS CHG Fabia	25.00	0.00	4.02	2.9	0.02
	IN1550120-008#1	10-AUG-05	PROCS CHG Larry	25.00	0.00	4.02	2.9	0.02
	IN1550120-009#1	10-AUG-05	TRANS CHG Relen	25.00	0.00	4.02	2.9	0.02
	IN1550120-004#1	10-AUG-05	TRANS CHG Kirk	75.00	0.00	11.97	8.6	9.7
	IN1550120-002#1	10-AUG-05	G/S Armin Schmid	30.00	0.00	4.81	3.4	8.1
	IN1550120-003#1	10-AUG-05	TRANS CHG Armin	75.00	0.00	11.97	8.6	9.7
	IN1551728-001#1	17-AUG-05	G/S Dawn Carpenter	60.00	0.00	9.57	6.9	5.7
	IN1551728-005#1	17-AUG-05	PROCS CHG Charli	25.00	0.00	4.02	2.9	0.02
	IN1551728-006#1	17-AUG-05	TRANS CHG Ray P	25.00	0.00	4.02	2.9	0.02
	IN1551728-004#1	17-AUG-05	TRANS CHG Larry	75.00	0.00	11.97	8.6	9.7
	IN1551728-002#1	17-AUG-05	G/S Harry Fike	44.00	0.00	6.97	5.1	0.1
	IN1551728-003#1	17-AUG-05	TRANS CHG Dawn	75.00	0.00	11.97	8.6	9.7
	IN1554364-001#1	24-AUG-05	AUG-MSI SOFTWARE	206.80	11.37	34.78	25.2	9.5
	IN1554364-003#1	24-AUG-05	PROCS CHG Dawn	25.00	0.00	4.02	2.9	0.02
	TA3058952-002#1	24-AUG-05	PROCS CHG Carol	25.00	0.00	4.02	2.9	0.02
	MV0959657-001#1	31-AUG-05	T/A COMMISSIONS	140.53	0.00	22.43	16.2	9.6
	MV0959657-002#1	31-AUG-05	MARKETING FEE	1105.29	0.00	176.28	128.1	5.7
	TP4058952-001#1	31-AUG-05	RESERVATION FEE	1694.78	0.00	270.32	196.5	10.0
	TP4058952-003#1	31-AUG-05	GDS & INTERNET	67.00	0.00	10.71	7.7	7.1
	MV0959657-001#1	31-AUG-05	ROYALTY FEE	3684.29	0.00	587.65	427.1	9.4
	IN1560259-008#1	31-AUG-05	TRIPREWARDS 5% C	334.80	0.00	53.40	38.8	2.0
	IN1560259-007#1	31-AUG-05	PROCS CHG Chris	25.00	0.00	4.02	2.9	0.02
	IN1560259-006#1	31-AUG-05	PROCS CHG Bree	25.00	0.00	4.02	2.9	0.02
	IN1560259-005#1	31-AUG-05	PROCS CHG Lorrie	25.00	0.00	4.02	2.9	0.02
	IN1560259-004#1	31-AUG-05	PROCS CHG Amy R	25.00	0.00	4.02	2.9	0.02
	IN1560259-003#1	31-AUG-05	TRANS CHG Fabia	75.00	0.00	11.97	8.6	9.7
	IN1560259-002#1	31-AUG-05	G/S Fabian Cam	35.00	0.00	5.59	4.0	5.9
	IN1560259-001#1	31-AUG-05	AUG-BPU INTER-N	19.95	0.00	3.19	2.3	1.4

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance charges	Total	
						Sub Total	8137.44	11.37	1300.21	9449.02
SEP-2005	IN1566501-001#1	08-SEP-05	PROCS CHG Anne	25.00	0.00	4.02	29.02			
	IN1566501-002#1	08-SEP-05	PROCS CHG Rusty	25.00	0.00	4.02	29.02			
	IN1568057-001#1	14-SEP-05	G/S Jerry Sims	35.00	0.00	5.59	40.59			
	IN1568057-002#1	14-SEP-05	TRANS CHG Jerry	75.00	0.00	11.97	86.97			
	IN1568057-003#1	14-SEP-05	PROCS CHG Penny	25.00	0.00	4.02	29.02			
	IN1568057-004#1	14-SEP-05	PROCS CHG Neil	25.00	0.00	4.02	29.02			
	IN1568057-005#1	14-SEP-05	PROCS CHG Lisa	25.00	0.00	4.02	29.02			
	IN1568057-006#1	14-SEP-05	PROCS CHG Alva	25.00	0.00	4.02	29.02			
	IN1568057-007#1	14-SEP-05	PROCS CHG Craig	25.00	0.00	4.02	29.02			
	IN1568057-005#1	14-SEP-05	SEP-MSI SOFTWARE	206.80	11.37	34.78	252.95			
	IN1569886-001#1	21-SEP-05	PROCS CHG Walter	25.00	0.00	4.02	29.02			
	IN1569886-003#1	21-SEP-05	PROCS CHG Gary	25.00	0.00	4.02	29.02			
	IN1569886-002#1	21-SEP-05	PROCS CHG Carol	25.00	0.00	4.02	29.02			
	IN1575691-001#1	28-SEP-05	SEP-PPU INTERNET	19.95	0.00	3.19	23.14			
	IN1575691-002#1	28-SEP-05	PROCS CHG Eric	25.00	0.00	4.02	29.02			
	TA3065318-001#1	29-SEP-05	T/A COMMISSIONS	217.25	0.00	34.67	251.92			
	TPA065318-001#1	25-SEP-05	GDS & INTERNET	92.50	0.00	14.75	107.25			
	IN1580044-007#1	30-SEP-05	TRIPREWARDS FNS	(73.42)	0.00	0.00	(73.42)			
	IN1580044-002#1	30-SEP-05	G/S Gary Florida	60.00	0.00	9.57	69.57			
	IN1580044-004#1	30-SEP-05	TRANS CHG Carol	75.00	0.00	11.97	86.97			
	IN1580044-006#1	30-SEP-05	TRIPREWARDS 5%	337.62	0.00	53.83	391.45			
	MV095965B-001#1	30-SEP-05	ROYALTY FEE	3016.48	0.00	481.16	3497.64			
	IN1580044-005#1	30-SEP-05	PROCS CHG Cathie	25.00	0.00	4.02	29.02			
	IN1580044-003#1	30-SEP-05	TRANS CHG Gary	75.00	0.00	11.97	86.97			
	IN1580044-001#1	30-SEP-05	G/S Caroline Be	95.34	0.00	15.21	110.55			
	MV095965B-003#1	30-SEP-05	RESERVATION FEE	1387.58	0.00	221.32	1608.90			
	MV095965B-002#1	30-SEP-05	MARKETING FEE	904.94	0.00	144.34	1049.28			
			Sub Total	6825.04	11.37	1102.56	7938.97			
OCT-2005	IN1585758-001#1	12-OCT-05	G/S Eric Hallin	35.00	0.00	5.59	40.59			
	IN1585758-003#1	12-OCT-05	PROCS CHG Katrin	25.00	0.00	4.02	29.02			

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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039 , US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
			TRANS CHG Eric OCT MSI SOFTWARE G/S Caroline Be	75.00	0.00	11.97	86.97		
	INT1587631-002#1	12-OCT-05	PROC CHG Carol	206.80	11.37	34.78	252.95		
	INT1587631-002#1	19-OCT-05	G/S Carol	95.34	0.00	15.21	110.55		
	LN1587631-003#1	19-OCT-05	PROC CHG Chris	25.00	0.00	4.02	29.02		
	IN1590689-001#1	26-OCT-05	PROC CHG Chris	25.00	0.00	4.02	29.02		
	TA3071656-001#1	27-OCT-05	T/A COMMISSIONS	44.15	0.00	7.02	51.17		
	TP4071656-001#1	27-OCT-05	GDS & INTERNET	21.50	0.00	3.40	24.90		
	MV0967574-002#1	31-OCT-05	MARKETING FEE	685.85	0.00	109.39	795.24		
	INT1596248-001#1	31-OCT-05	OCT PPU INTER-N	19.95	0.00	3.19	23.14		
	IN1601687-003#1	31-OCT-05	PROC CHG Silvia	25.00	0.00	4.02	29.02		
	IN1601687-000#1	31-OCT-05	TRANS CHG Walter	75.00	0.00	11.97	86.97		
	IN1601687-001#1	31-OCT-05	G/S Walter Bren	58.00	0.00	9.25	67.25		
	MV0967574-000#1	31-OCT-05	RESERVATION FEE	1051.00	0.00	167.64	1218.64		
	INT1596248-002#1	31-OCT-05	TRIPREWARDS 5% C	188.40	0.00	30.06	218.46		
	MV0967574-001#1	31-OCT-05	ROYALTY FEE	2286.15	0.00	364.66	2650.81		
			Sub Total	4942.14	11.37	790.21	5743.72		
NOV-2005	INT1603334-001#1	16-NOV-05	G/S Katina Buttin	30.00	0.00	4.81	34.81		
	INT1603334-002#1	16-NOV-05	TRANS CHG Katin	75.00	0.00	11.97	86.97		
	INT1603334-003#1	16-NOV-05	PROC CHG Mary	25.00	0.00	4.02	29.02		
	TA3077961-001#1	29-NOV-05	T/A COMMISSIONS	8.44	0.00	1.35	9.79		
	INT1606367-002#1	29-NOV-05	NOV PPU INTER-N	19.95	0.00	3.19	23.14		
	IN1606367-004#1	29-NOV-05	G/S Sylvan Hein	25.00	0.00	4.02	29.02		
	INT1606367-006#1	29-NOV-05	TRANS CHG Chris	75.00	0.00	11.97	86.97		
	IN1606367-008#1	29-NOV-05	TRIPREWARDS 5% C	503.93	0.00	80.38	584.31		
	IN1606367-007#1	29-NOV-05	PROC CHG Mary	25.00	0.00	4.02	29.02		
	INT1606367-005#1	29-NOV-05	TRANS CHG Sylva	75.00	0.00	11.97	86.97		
	IN1606367-003#1	29-NOV-05	G/S Christine B	35.00	0.00	5.59	40.59		
	IN1606367-001#1	29-NOV-05	NOV MSI SOFTWARE	213.40	0.00	35.92	261.06		
	MV0974379-002#1	30-NOV-05	MARKETING FEE	607.74	0.00	96.95	704.69		
	MV0974379-003#1	30-NOV-05	RESERVATION FEE	931.86	0.00	148.62	1080.48		
	MV0974379-001#1	30-NOV-05	ROYALTY FEE	2025.79	0.00	323.12	2348.91		

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Financecharges	Total
				Sub Total	4676.11	11.74	747.90		5435.75
DEC-2005	INT1614014-001#1	19-DEC-05	G/S Catherine J	35.00	0.00	5.56	40.59		
	INT1614014-002#1	19-DEC-05	TRANS CGH Cache	75.00	0.00	11.97	86.97		
	INT1614014-003#1	19-DEC-05	PROCS CGH Bonni	25.00	0.00	4.02	29.02		
	TA3084189-001#1	29-DEC-05	T/A COMMISSIONS	21.14	0.00	3.49	24.54		
	INT1617226-001#1	30-DEC-05	DEC MSI SOFTWARE	213.40	11.74	35.92	261.06		
	INT1617226-002#1	30-DEC-05	TRIPREWARDS 5%	235.00	0.00	37.49	272.49		
	MV0987489-002	31-DEC-05	MARKETING FEE	465.30	0.00	74.26	539.50		
	MV0987489-003	31-DEC-05	RESERVATION FEE	713.46	0.00	113.80	827.26		
	MV0987489-001	31-DEC-05	ROYALTY FEE	1085.70	0.00	173.19	1258.89		
			Sub Total	2869.00	11.74	459.58	3340.32		
JAN-2006	INT1624444-001#1	19-JAN-06	2006 SUMMIT	449.00	0.00	71.64	520.64		
	INT1627420-001#1	27-JAN-06	JAN-MSI SOFTWARE	213.40	11.74	35.92	261.06		
	INT1627420-003#1	27-JAN-06	TRANS CGH Cherry	75.00	0.00	11.97	86.97		
	INT1627420-004#1	27-JAN-06	TRIPREWARDS 5%	174.52	0.00	27.86	202.38		
	INT1627420-002#1	27-JAN-06	G/S Cherry_Teme	35.00	0.00	5.59	40.59		
	MV0987490-002	31-JAN-06	MARKETING FEE	478.07	0.00	76.25	554.32		
	MV0987490-001	31-JAN-06	ROYALTY FEE	1115.49	0.00	177.92	1293.41		
	MV0987490-003	31-JAN-06	RESERVATION FEE	733.03	0.00	116.92	849.95		
			Sub Total	3273.51	11.74	524.07	3809.32		
FEB-2006	INT1637964-001	27-FEB-06	FEB-MSI SOFTWARE	63.40	3.49	10.68	77.57		
	FC0318964-001	28-FEB-06	FINANCE CHARGE	630.80	0.00	0.00	630.80		
	INT1645275-001	28-FEB-06	TRIPREWARDS 5%	140.50	0.00	22.43	162.93		
	MV0992050-002	28-FEB-06	MARKETING FEE	513.32	0.00	81.90	595.22		
	MV0992050-003	28-FEB-06	RESERVATION FEE	787.08	0.00	125.55	912.63		
	MV0992050-001	28-FEB-06	ROYALTY FEE	1197.74	0.00	191.03	1388.77		

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	3332.84	3.49	431.59	3767.92
MAR-2006	IN1651758-001	15-MAR-06	GM ORIENTATION- GM ORIENTATION-		1100.00	0.00	175.45	1275.45
	IN1651758-002	15-MAR-06	GM ORIENTATION- MAR-MSI SOFTWARE		750.00	0.00	119.65	869.65
	IN1653984-001	28-MAR-06	MAR-DIRECWAY		213.40	11.74	35.92	261.06
	IN1653984-002	28-MAR-06	NT AUDIT VAR RE		150.00	8.25	25.22	183.47
	IN1653984-006	28-MAR-06	NT AUDIT VAR RE		380.05	0.00	60.61	440.66
	IN1653984-008	28-MAR-06	TRANS CHG Shery		75.00	0.00	11.97	86.97
	IN1653984-004	28-MAR-06	NT AUDIT VAR RO		826.20	0.00	131.79	957.99
	IN1653984-007	28-MAR-06	G/S Sheryl Edwa		46.00	0.00	7.32	53.32
	IN1653984-005	28-MAR-06	NT AUDIT VAR AD		247.86	0.00	39.53	287.39
	IN1653984-003	28-MAR-06	NO SHOW FEE		550.00	0.00	87.75	637.75
	IN1659758-002	30-MAR-06	TRIPREWARDS ENS	(36.98)	0.00	0.00	0.00	(36.98)
	IN1659758-001#1	30-MAR-06	TRIPREWARDS 5%		4.65	0.00	0.74	5.39
	IN1659758-001	30-MAR-06	TRIPREWARDS 5%		163.90	0.00	26.14	190.04
	FC0352440-001	31-MAR-06	FINANCE CHARGE		752.79	0.00	0.00	752.79
	TP410598-001	31-MAR-06	CDS & INTERNET	*	37.00	0.00	5.90	42.90
	50020603A-002	31-MAR-06	RESERVATION FEE	*	800.00	0.00	127.60	927.60
	50020603A-003	31-MAR-06	MEETING FEE ACCRUA	*	500.00	0.00	79.75	579.75
	TA3105898-001	31-MAR-06	T/A COMMISSIONS		46.80	0.00	7.49	54.29
	50020603A-001	31-MAR-06	ROYALTY ACCRUAL *		1100.00	0.00	175.45	1275.45
	IN1664888-004	31-MAR-06	FEB-PPU INTR-NE		19.95	0.00	3.19	23.14
	IN1664888-003	31-MAR-06	JAN-PPU INTR-NE		19.95	0.00	3.19	23.14
	IN1664888-002	31-MAR-06	DEC-PPU INTR-NE		19.95	0.00	3.19	23.14
	IN1664888-001	31-MAR-06	MAR-PPU INTR-NE		19.95	0.00	3.19	23.14
			Sub Total		7786.47	19.99	1131.04	8937.50
APR-2006	IN1668131-001	20-APR-06	APR-MSI SOFTWARE		213.40	11.74	35.92	261.06
	IN1668131-003	20-APR-06	NO SHOW FEE		550.00	0.00	87.75	637.75
	IN1668131-002	20-APR-06	MAR-06 DIRECWAY		125.81	6.92	21.18	153.91
	IN1673481-004	27-APR-06	APR-DIRECWAY		150.00	8.25	25.22	183.47
	IN1673481-003	27-APR-06	PROCS CHG Mirria		25.00	0.00	4.02	29.02
	IN1673481-005	27-APR-06	TRIPREWARDS 5%		272.58	0.00	43.46	316.04

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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	IN1673481-002	27-APR-06	PROCS CHG John	25.00	0.00	4.02	29.02	
	IN1673481-001	27-APR-06	PROCS CHG Daniel	25.00	0.00	4.02	29.02	
	TA3111996-001	28-APR-06	T/A COMMISSIONS	63.61	0.00	10.15	73.76	
	TP4111996-001	28-APR-06	GDS & INTERNET	22.50	0.00	3.61	26.11	
	FC0350035-001	30-APR-06	FINANCE CHARGE	770.31	0.00	0.00	770.31	
	5002064A-003	30-APR-06	MKTG FEE ACCRUAL	500.00	0.00	79.75	579.75	
	5002060A-006	30-APR-06	RESERVATION FEE *	800.00	0.00	127.60	927.60	
	50020604A-001	30-APR-06	ROYALTY ACCRUAL	1200.00	0.00	191.40	1391.40	
			Sub Total	4743.21	26.91	638.10	5408.22	
MAY-2006	IN1682626-001	24-MAY-06	MAY-MSI SOFTWARE	213.40	11.74	35.92	261.06	
	IN1682626-002	24-MAY-06	MAY-DIRECWAY	150.00	8.25	25.22	183.47	
	TA3111813-001	25-MAY-06	T/A COMMISSIONS	21.25	0.00	3.40	24.65	
	TP4111813-001	25-MAY-06	GDS & INTERNET	41.00	0.00	6.57	47.57	
	FC0350051-001	31-MAY-06	FINANCE CHARGE	881.24	0.00	0.00	881.24	
	IN1688473-003	31-MAY-06	TRIPREWARDS 5%	214.07	0.00	34.15	248.22	
	50020605A-003	31-MAY-06	MKTG FEE ACCRUAL	600.00	0.00	95.70	695.70	
	IN1694184-001	31-MAY-06	REFRESH HARDWAR	0.00	0.00	394.27	394.27	
	IN1694184-003	31-MAY-06	REFRESH SERVICE	0.00	0.00	254.52	254.52	
	IN1694184-005	31-MAY-06	REFRESH SHIPPIN	0.00	0.00	23.73	23.73	
	IN1694184-004	31-MAY-06	H/W REFRESH WAR	0.00	0.00	76.89	76.89	
	IN1694184-002	31-MAY-06	REFRESH SOFTWARE	0.00	0.00	174.68	174.68	
	50020605A-006	31-MAY-06	RESERVATION FEE *	900.00	0.00	143.55	1043.55	
	50020605A-001	31-MAY-06	ROYALTY ACCRUAL *	1400.00	0.00	223.30	1623.30	
	IN1688473-001	31-MAY-06	PROCS CHG Holly	25.00	0.00	4.02	29.02	
	IN1688473-002	31-MAY-06	PROCS CHG Lisa	25.00	0.00	4.02	29.02	
			Sub Total	4470.96	19.59	1499.94	5990.89	
JUN-2006	IN1694912-001	15-JUN-06	PROCS CHG Val G	25.00	0.00	4.02	29.02	
	IN1694912-003	15-JUN-06	PROCS CHG Tammy	25.00	0.00	4.02	29.02	
	IN1694912-004	15-JUN-06	PROCS CHG David	25.00	0.00	4.02	29.02	
	IN1694912-005	15-JUN-06	PROCS CHG Alan	25.00	0.00	4.02	29.02	
	IN1694912-002	15-JUN-06	PROCS CHG Norma	25.00	0.00	4.02	29.02	

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance	Charges	Total
			JUN-MSI SOFTWARE		213.40	11.74	35.92		261.06
			PROCS CHG Michael	25.00	0.00	4.02	29.02		29.02
			PROCS CHG Kryst	25.00	0.00	4.02	29.02		29.02
			PROCS CHG Nell	25.00	0.00	4.02	25.22		183.47
			JUN-DIRECTWAY	150.00	8.25	4.02	183.47		183.47
			PROCS CHG Jenni	25.00	0.00	4.02	29.02		29.02
			TRIPREWARDS 5%	190.13	0.00	30.33	220.46		220.46
			T/A COMMISSIONS	173.94	0.00	27.77	201.71		201.71
			GDS & INTERNET	126.00	0.00	20.08	146.08		146.08
			FINANCE CHARGE	974.82	0.00	0.00	874.82		874.82
			ROYALTY ACCRUAL	* 1900.00	0.00	303.05	2203.05		2203.05
			RESERVATION FEE	* 1200.00	0.00	1391.40	1391.40		1391.40
			MKTG FEE ACCRUA	* 800.00	0.00	127.60	927.60		927.60
					5853.29	19.99	797.55		6670.83
			Sub Total						
					(25.00)	0.00	0.00		(25.00)
			PROCS CHG Starni	389.06	0.00	57.40	446.46		446.46
			TRIPREWARDS 5%	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Cherry	25.00	0.00	3.72	28.72		28.72
			PROCS CHG George	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Linda	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Ann S	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Greg	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Rebec	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Traci	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Rita	25.00	0.00	3.72	28.72		28.72
			PROCS CHG Harry	25.00	0.00	11.07	86.07		86.07
			TRANS CHG Nichia	75.00	0.00	6.19	86.19		86.19
			G/S Michael Phi	42.00	0.00	11.07	86.07		86.07
			G/S Cheryl Petri	75.00	0.00	14.75	114.75		114.75
			ON-LINE LIBRARY	100.00	8.25	23.32	181.57		181.57
			JLY-DIRECTWAY	150.00	11.74	33.22	258.36		258.36
			JLY-MSI SOFTWARE	213.40	(236.93)	0.00	(236.93)		(236.93)
			TRIPREWARDS FNS	1020.22	0.00	0.00	1020.22		1020.22
			FINANCE CHARGE	152.50	0.00	22.03	174.53		174.53
			GDS & INTERNET	1900.00	0.00	293.55		293.55	293.55
			RESERVATION FEE *						

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
	INT1717933-002	31-JUL-06	TRANS CHG Traci ROYALTY ACCRUAL *	75.00	0.00	10.84		85.84	
	500205074-001	31-JUL-06	T/A COMMISSIONS	2800.00	0.00	432.60		3232.60	
	TAS121076-001	31-JUL-06	MKTG FEE ACCRUAL	162.15	0.00	23.41		185.56	
	50020607A-003	31-JUL-06	PROCS CHG Brian G/S Tracie Happ	1200.00	0.00	185.40		1385.40	
	INT1717933-003	31-JUL-06		25.00	0.00	3.64		28.64	
	INT1717933-001	31-JUL-06		40.00	0.00	5.78		45.78	
			Sub Total	8382.40	19.99	1167.75		9570.14	
AUG-2006	INT1722042-001	07-AUG-06	PROCS CHG Sharo PROCS CHG Dawn	25.00	0.00	3.55		28.55	
	INT1722042-004	07-AUG-06	PROCS CHG Jerem PROCS CHG Dennis	25.00	0.00	3.55		28.55	
	INT1722042-005	07-AUG-06	PROCS CHG Guy T PROCS CHG Mike	25.00	0.00	3.55		28.55	
	INT1722042-006	07-AUG-06	PROCS CHG TRANSACTION CHA	25.00	0.00	3.55		28.55	
	INT1722042-003	07-AUG-06	TRANSACTION CHA	40.00	0.00	5.44		45.44	
	INT1722042-002	07-AUG-06	PROCESSING FEE	25.00	0.00	3.42		28.42	
	100011852	10-AUG-06	TRANSACTION CHA	75.00	0.00	10.20		85.20	
	100011202	10-AUG-06	TRIPREWARDS 5% C	353.39	0.00	42.77		396.16	
	100002489	10-AUG-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	210005668	22-AUG-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	10011997	24-AUG-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	100123571	24-AUG-06	Accrual 1-1000A-R	2645.34	0.00	396.41		3241.75	
	400022290	31-AUG-06	GDS & INTERNET	113.00	0.00	13.68		126.68	
	3133254	31-AUG-06	T/A COMMISSIONS	169.76	0.00	20.55		190.31	
	3133254	31-AUG-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	10015281	31-AUG-06	5066A-DIRECTWAY	150.00	8.25	19.13		177.38	
	40023264	31-AUG-06	5032A-MSI SOFTN	213.40	11.74	27.25		252.39	
	40023262	31-AUG-06	Accrual 1-1210A-M	1133.72	0.00	137.18		1270.90	
	40001162	31-AUG-06	Accrual 1-1800A-R	1738.36	0.00	210.34		1948.70	
			Sub Total	6881.97	19.99	840.48		7742.44	
SEP-2006	10020196	07-SEP-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	10020232	07-SEP-06	PROCESSING FEE	25.00	0.00	3.05		28.05	
	30004697	11-SEP-06	MANDATORY PHOTO	950.00	52.25	121.24		1123.49	

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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10023993	14-SEP-06	GUEST SRVCS TRA	30.00	0.00	3.65		33.65
	10022947	14-SEP-06	GUEST SRVCS TRA	75.00	0.00	9.08		84.08
	10025749	22-SEP-06	GUEST SRVCS TRA	50.00	0.00	5.30		55.30
	10022784	22-SEP-06	GUEST SRVCS TRA	75.00	0.00	7.91		82.91
	21003116	22-SEP-06	TRIPREWARDS 5%	172.79	0.00	18.24		191.03
	TA3129450	29-SEP-06	T/A COMMISSIONS	78.63	0.00	8.30		86.93
	4139450	29-SEP-06	GDS & INTERNET	12.50	0.00	1.31		13.81
	40041077	30-SEP-06	Accrual-1800A-R *	1317.81	0.00	139.05		1456.86
	40041078	30-SEP-06	Accrual-1-1210A-M *	859.44	0.00	90.66		950.10
	40041076	30-SEP-06	Accrual-1-1000A-R *	2005.36	0.00	211.56		2216.92
	40048825	30-SEP-06	5066A-DIRECWAY	150.00	8.25	216.68		2174.93
	40050924	30-SEP-06	5032A-MSI SOFTW	213.40	11.74	23.75		248.89
			Sub Total	6039.93	72.24	662.83		6775.00
OCT-2006	10031057	05-OCT-06	GUEST SRVCS PRO	25.00	0.00	2.65		27.65
	10039120	19-OCT-06	GUEST SRVCS PRO	209.89	0.00	22.28		228.28
	210039859	22-OCT-06	TRIPREWARDS 5%	205.00	0.00	18.99		228.88
	10039859	27-OCT-06	GUEST SRVCS PRO	25.00	0.00	2.28		27.28
	40063164	31-OCT-06	5032A-MSI SOFTW	213.40	11.74	20.38		245.52
	40063294	31-OCT-06	Accrual-1-1000A-R *	1349.67	0.00	122.16		1471.83
	400677900	31-OCT-06	Accrual-1-1800A-R *	886.93	0.00	80.27		967.20
	40063392	31-OCT-06	Accrual-1-1210A-M *	578.43	0.00	52.37		630.80
	400659437	31-OCT-06	5066A-DIRECWAY	150.00	8.25	14.31		172.56
			Sub Total	3463.32	19.99	315.69		3799.00
NOV-2006	30030513	08-NOV-06	2007 DIW CONFER	895.00	0.00	73.84		968.84
	10046187	09-NOV-06	GUEST SRVCS PRO	25.00	0.00	2.28		27.28
	10050028	16-NOV-06	GUEST SRVCS TRA	75.00	0.00	5.63		80.63
	10049629	16-NOV-06	GUEST SATISFACT	30.00	0.00	2.26		32.26
	21009036	22-NOV-06	TRIPREWARDS 5%	301.57	0.00	22.60		324.17
	10055498	30-NOV-06	GUEST SRVCS TRA	(75.00)	0.00	0.00		(75.00)
	40104070	30-NOV-06	5066A-DIRECWAY	150.00	8.25	11.86		170.11
	40090752	30-NOV-06	Accrual-1-1800A-R *	541.67	0.00	40.64		582.31

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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10054882	30-NOV-06	GUEST SRVCS PRO	25.00	0.00	1.89	16.89	16.89
	10054952	30-NOV-06	GUEST SRVCS PRO	25.00	0.00	1.89	26.89	26.89
	40095890	30-NOV-06	5032A-MSI SOFTW	222.75	12.25	17.63	252.63	252.63
	40091275	30-NOV-06	Accrual1-1210A-M *	353.27	0.00	26.51	359.78	359.78
	40090014	30-NOV-06	Accrual1-1000A-R	824.29	0.00	61.83	886.11	886.11
	10053714	30-NOV-06	GUEST SRVCS PRO	25.00	0.00	1.89	26.89	26.89
			Sub Total	3418.55	20.50	270.74	3709.79	3709.79
DEC-2006	10056414	07-DEC-06	GUEST SRVCS PRO	25.00	0.00	1.89	26.89	26.89
	10059292	14-DEC-06	GUEST SRVCS PRO	25.00	0.00	1.89	26.89	26.89
	21011530	22-DEC-06	TRIPREWARDS SPC	242.53	0.00	14.43	256.96	256.96
	10062308	28-DEC-06	GUEST SRVCS PRO	25.00	0.00	1.50	26.50	26.50
	100627184	31-DEC-06	5032A-MSI SOFTW	222.75	12.25	13.98	248.98	248.98
	40121566	31-DEC-06	Accrual1-1800A-R *	435.74	0.00	25.92	461.66	461.66
	40121565	31-DEC-06	Accrual1-1000A-R	663.08	0.00	39.46	702.54	702.54
	40128340	31-DEC-06	5066A-DIRECWAY	150.00	8.25	9.41	167.66	167.66
	40121567	31-DEC-06	Accrual1-1210A-M *	284.18	0.00	16.90	301.08	301.08
			Sub Total	2073.28	20.50	125.38	2219.16	2219.16
JAN-2007	21015188	22-JAN-07	TRIPREWARDS SPC	114.96	0.00	5.22	120.18	120.18
	30049750	24-JAN-07	2007 TRAINING L	60.00	0.00	2.73	62.73	62.73
	40172214	31-JAN-07	Accrual1-1000A-R *	808.01	0.00	36.76	844.77	844.77
	40184266	31-JAN-07	5066A-DIRECWAY	150.00	8.25	7.19	165.44	165.44
	40186031	31-JAN-07	5032A-MSI SOFTW	222.75	12.25	10.70	245.70	245.70
	40172211	31-JAN-07	Accrual1-1800A-R *	530.98	0.00	24.15	555.13	555.13
	40172197	31-JAN-07	Accrual1-1210A-M *	346.29	0.00	15.75	362.04	362.04
			Sub Total	2232.99	20.50	102.50	2355.99	2355.99
FEB-2007	21017315	22-FEB-07	TRIPREWARDS SPC	96.77	0.00	2.90	99.67	99.67
	40194443	28-FEB-07	Accrual1-1000A-R *	941.57	0.00	28.24	969.81	969.81
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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Financecharges	Total
40194438		28-FEB-07	Accrual-1800A-R	* 618.75		0.00	18.56		637.31
40195895		28-FEB-07	Accrual-1210A-M	* 403.53		0.00	12.10		415.63
40212462		28-FEB-07	5032A-MSI SOFTW	* 222.75		12.25	7.05		242.05
40210377		28-FEB-07	5066A-DIRECWAY	* 150.00		8.25	4.74		162.99
			Sub Total	* 2433.37		20.50			2527.46
MAR-2007	21018960	22-MAR-07	TRIPREWARDS 5% C	183.46		0.00	2.75		186.21
40222655		31-MAR-07	Accrual-1000A-R	* 912.80		0.00	13.69		926.49
40222629		31-MAR-07	Accrual-1800A-R	* 599.84		0.00	9.00		608.84
40236422		31-MAR-07	5066A-DIRECWAY	* 150.00		8.25	2.37		160.62
40222643		31-MAR-07	Accrual-1210A-M	* 391.20		0.25	0.57		397.07
40238535		31-MAR-07	5032A-MSI SOFTW	* 222.75		12.25	3.53		238.53
			Sub Total	* 2460.05		20.50			2517.76
APR-2007	10075246	04-APR-07	GUEST SATISFACT	(30.00)		0.00		0.00	(30.00)
10074243		05-APR-07	GUEST SATISFACT	* 30.00		0.00	0.45		30.45
30067027		19-APR-07	REFRESH HARDWAR	* 3090.32		169.97	0.00		3260.29
30067115		19-APR-07	REFRESH SHIPPIN	* 265.26		14.59	0.00		279.85
30067113		19-APR-07	REFRESH SOFTWARE	* 1078.41		59.31	0.00		1137.72
30067114		19-APR-07	H/W REFRESH WAR	* 505.90		0.00	0.00		505.90
30067036		19-APR-07	REFRESH SERVICE	* 3700.00		0.00	0.00		3700.00
21023359		22-APR-07	TRIPREWARDS 5% C	149.79		0.00	1.79		149.79
40249298		30-APR-07	5066A-DIRECWAY	* 150.00		8.25	0.00		158.25
40258121		30-APR-07	Accrual-1210A-M	* 460.04		0.00	0.00		460.04
40258120		30-APR-07	Accrual-1800A-R	* 705.39		0.00	0.00		705.39
40257355		30-APR-07	Accrual-1000A-R	* 1073.42		0.00	0.00		1073.42
40249112		30-APR-07	5032A-MSI SOFTW	* 222.75		12.25	0.00		235.00
			Sub Total	* 11401.28		264.37		0.45	11666.10
MAY-2007	21025050	22-MAY-07	TRIPREWARDS 5% C	* 272.55		0.00	0.00		272.55
			Page 15 of 17						

Report Date : 09-JUL-07

ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATTERSON AVE, CHICAGO, IL, 60659-4039, US  
As of Date : 09-JUL-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	30073270	25-MAY-07	O/A REINSPECTIO	1000.00	0.00	0.00	0.00	1000.00
	30074396	31-MAY-07	Q/A REINSPECTIO	(250.00)	0.00	0.00	0.00	(250.00)
	40280200	31-MAY-07	5066A-DIRECWAY	150.00	8.25	0.00	0.00	158.25
	40279988	31-MAY-07	5032A-MSI SOFTW	222.75	12.25	0.00	0.00	235.00
	40285029	31-MAY-07	Accrual-1000A-R *	1237.36	0.00	0.00	0.00	1237.36
	40284806	31-MAY-07	Accrual-1210A-N *	471.62	0.00	0.00	0.00	471.62
	40284804	31-MAY-07	Accrual-1800A-R *	723.14	0.00	0.00	0.00	723.14
			Sub Total	3827.42	20.50	0.00	0.00	3847.92
			TRIPREWARDS 5&C					
		22-JUN-07	GUEST SRVCS TRA	356.19	0.00	0.00	0.00	356.19
		28-JUN-07	GUEST SATISFACT	75.00	0.00	0.00	0.00	75.00
		28-JUN-07	5066A-DIRECWAY	65.00	8.25	0.00	0.00	65.00
		30-JUN-07	5032A-MSI SOFTW	150.00	12.25	0.00	0.00	158.25
		30-JUN-07	Accrual-1000A-R *	2922.55	0.00	0.00	0.00	2922.55
		30-JUN-07	Accrual-1210A-N *	876.77	0.00	0.00	0.00	876.77
		30-JUN-07	Accrual-1800A-R *	1344.37	0.00	0.00	0.00	1344.37
			Sub Total	6012.63	20.50	0.00	0.00	6033.13
			GUEST SRVCS PRO	25.00	0.00	0.00	0.00	25.00
		05-JUL-07	GUEST SRVCS PRO	25.00	0.00	0.00	0.00	25.00
			Sub Total	50.00	0.00	0.00	0.00	50.00
			Grand Total	134857.10	711.15	16026.24	151564.49	

Report Date : 09-JUL-07

ITEMIZED STATEMENT

Requested By: Caroline Blakeslee

- \* Please note the accruals on your account are estimates.
- Make sure to promptly submit your actual gross room revenue and rooms sold.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

# EXHIBIT C



Wyndham Hotel Group  
Franchise Administration  
1 Sylvan Way  
 Parsippany, NJ 07054  
800.880.9445 Fax

October 4, 2007

**VIA OVERNIGHT COURIER**

Mr. Azmatullah Khan  
American Hotels Inc.  
2622 West Patterson Avenue  
Chicago, IL 60659

**Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Days® Unit #5002-60176-5 located in Kenosha, WI (the "Facility")**

Dear Mr. Khan:

I write on behalf of Days Inns Worldwide, Inc. ("we," "us," or "our") regarding the License Agreement dated December 1, 2005 between American Hotels Inc. ("you" or "your") and us (the "Agreement"). You will recall that, on July 10, 2007, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within thirty days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your license to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this letter to cure your default. Please be advised that as of October 1, 2007, your account is now past due in the amount of \$177,656.59. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

Valerie Capers Workman  
Vice President  
Franchise Administration

Enclosure

cc: Ken Greene  
Rob Spence

22445X	OCT 2, 2007	ACT WT	LTR	HPK 1
SERVICE 2DA		BILL WT	LTR	
TRACKING# 1Z22445X0252746432		ALL CURRENCY USD		
COST CENTER: 008-5072				
REF 2:SENT BY COMPLIANCE				

HANDLING CHARGE 0.00	FRT: SHP	
SHIPMENT REF RATE CHARGES:	SVC 11.12 USD	
DV 0.00	COD 0.00	RS 0.00
DC 0.00	DG 0.00	SD 0.00
AH 0.00	PR 0.00	SP 0.00
TOT REF CHG 11.12	REF+HANDLING 11.12	



**BAYMONT**  
INN & SUITES



Report Date : 01-OCT-07

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 01-OCT-2007  
Customer No : 05002-60176-05-DAY  
Category Set :  
Category Group :  
Group No :  
Bankruptcy : No Bankruptcy Sites  
Disputed : No

Page 1 of 18

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance charges	Total
NOV-2004	IN1408416-001#1	04-NOV-04	O/A RETNSPECTO	500.00	0.00	13.91		513.91	
	IN1410880-001#1	11-NOV-04	PROCS CHG Jerem	25.00	0.00	3.63		28.63	
	IN1412886-001#1	18-NOV-04	NOV-MSI SOFTWARE	206.80	0.00	29.94		236.74	
	IN141332-001#1	22-NOV-04	PROCS CHG Pam B	25.00	0.00	4.40		29.40	
	TP4007062-001#1	24-NOV-04	GDS & INTERNET	24.30	0.00	4.24		28.54	
			Sub Total:	781.10	0.00			56.12	837.22
DEC-2004	IN14227182-001#1	09-DEC-04	PROCS CHG Patti	25.00	0.00	4.40		29.40	
	IN142895-001#1	20-DEC-04	DEC-MSI SOFTWARE	206.80	0.00	42.53		249.33	
	TP4013215-001#1	23-DEC-04	GDS & INTERNET	77.00	0.00	15.82		92.82	
	TA3013215-001#1	23-DEC-04	T/A COMMISSIONS	71.28	0.00	14.62		85.90	
	IN1431363-001#1	27-DEC-04	G/S Darrell JAM	27.42	0.00	5.66		33.08	
	IN143263-001#1	27-DEC-04	TRIPREWARDS 5%	142.18	0.00	29.18		171.36	
	IN143263-001#1	27-DEC-04	PROCS CHG Darre	25.00	0.00	5.18		30.18	
	IN143582-001#1	30-DEC-04	DEC-PPU INTER-N	19.95	0.00	4.11		24.06	
	MV0900900-001#1	31-DEC-04	ROYALTY FEE	194.00	0.00	38.23		232.33	
			Sub Total:	788.63	0.00			159.73	948.36
JAN-2005	IN144402-001#1	20-JAN-05	JAN-MSI SOFTWARE	206.80	0.00	42.53		249.33	
	IN1449641-001#1	21-JAN-05	TRIPREWARDS 5%	62.17	0.00	74.31			
	TA3019331-001#1	28-JAN-05	T/A COMMISSIONS	65.50	0.00	13.49		78.99	
	TP4019331-001#1	28-JAN-05	GDS & INTERNET	60.50	0.00	12.46		72.96	
	MV0900901-001#1	31-JAN-05	RESERVATION FEE	610.00	0.00	125.39		735.39	
	MV0900901-001#1	31-JAN-05	ROYALTY FEE	132.92	0.00	27.69		1599.61	
	MV0900901-002#1	31-JAN-05	MARKETING FEE	398.08	0.00	81.80		479.88	
	IN1455549-001#1	31-JAN-05	JAN-PPU INTER-N	19.95	0.00	4.11		24.06	
			Sub Total:	2749.92	0.00			555.21	3315.13
FEB-2005	IN1462855-002#1	24-FEB-05	TRIPREWARDS 5%	256.61	0.00	52.75		309.36	
	IN1462855-001#1	24-FEB-05	FEH-MSI SOFTWARE	206.80	0.00	42.53		249.33	

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05000-60176-05-DAY  
 Address : 2622 W. PATTERSON AVE, CHICAGO, IL, 60659-4039, US  
 As Of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Total	FinanceCharges
	TP0025214-001#1	25-FEB-05	GDS & INTERNET	23.00		0.00	4.77	27.77	
	TA0025214-001#1	25-FEB-05	T/A COMMISSIONS	47.50		0.00	9.78	57.28	
	IN1468013-002#1	28-FEB-05	TRIPPEWARDS 5%C	19.95		0.00	4.11	24.06	
	MV09000902-002#1	28-FEB-05	MARKETING FEE	396.92		0.00	81.54	478.46	
	MV09000902-001#1	28-FEB-05	ROYALTY FEE	1323.08		0.00	275.92	1595.00	
	MV09000902-003#1	28-FEB-05	RESERVATION FEE	608.00		0.00	124.91	732.91	
			Sub Total	2881.86		0.00		592.31	3474.17
MAR-2005	IN1478218-001#1	24-MAR-05	MAR-MSI SOFTWARE	206.80		0.00	42.53	249.33	
	IN1924052-001#1	31-MAR-05	ROYALTY FEE	1636.15		0.00	336.22	1972.37	
	IN1484829-001#1	31-MAR-05	TRIPPEWARDS 5%C	142.93		0.00	29.39	172.32	
	IN14829-02#1	31-MAR-05	MAR-PPD INTER-N	19.95		0.00	4.11	24.06	
	TP0031353-001#1	31-MAR-05	GDS & INTERNET	3.50		0.00	0.68	4.18	
	MV0924052-003#1	31-MAR-05	RESERVATION FEE	753.00		0.00	154.75	907.75	
	MV0924052-002#1	31-MAR-05	MARKETING FEE	490.85		0.00	100.87	591.72	
	TA03031353-001#1	31-MAR-05	T/A COMMISSIONS	6.30		0.00	1.29	7.59	
			Sub Total	3259.48		0.00		669.84	3229.32
APR-2005	IN1493288-001#1	21-APR-05	MAR-MSI SOFTWARE	206.80		0.00	42.53	249.33	
	IN1499045-002#1	28-APR-05	TRIPPEWARDS 5%C	19.95		0.00	4.11	24.06	
	IN1499045-001#1	28-APR-05	MAR-PPD INTER-N	145.98		0.00	29.98	175.96	
	MV0924053-002#1	30-APR-05	MARKETING FEE	507.46		0.00	104.30	611.76	
	MV0924053-003#1	30-APR-05	RESERVATION FEE	778.00		0.00	159.99	937.98	
	MV0924053-004#1	30-APR-05	ROYALTY FEE	1691.54		0.00	347.61	2039.15	
			Sub Total	3349.73		0.00		688.41	4038.14
MAY-2005	IN1507625-001#1	19-MAY-05	MAR-MSI SOFTWARE	206.80		0.00	42.53	249.33	
	IN1512331-001#1	26-MAY-05	TRIPPEWARDS 5%C	129.67		0.00	26.67	156.34	
	IN1516572-001#1	31-MAY-05	MAR-PPD INTER-N	119.95		0.00	44.11	244.06	
	MV0924054-001#1	31-MAY-05	ROYALTY FEE	2034.62		0.00	418.14	2452.76	

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No.: 06002-60176-05-DAY  
 Address: 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Tax	Amount	Finance Charges	Total
	MV0924054-002#1	31-MAY-05	RESERVATION FEE	936.00	0.00	192.36	1128.36		
	MV0924054-002#1	31-MAY-05	MARKETING FEE	610.38	0.00	125.45	735.83		
			Sub Total	1546.38	0.00	317.81	1864.19		
JUN-2005	IN1525095-002#1	23-JUN-05	JUN-MSI SOFTWARE	206.80	0.00	42.53	249.33		
	IN1525095-001#1	23-JUN-05	PROCS CHG Karen	25.00	0.00	5.18	30.18		
	IN153113-002#1	30-JUN-05	TRIPREWARDS 5%	252.22	0.00	51.82	304.04		
	IN1531213-003#1	30-JUN-05	PROCS CHG Kirk	25.00	0.00	5.18	30.18		
	IN1531213-003#1	30-JUN-05	JUN-PPU INTER-N	19.95	0.00	4.21	24.06		
			Sub Total	528.97	0.00	108.82	637.79		
JUL-2005	IN1534425-001#1	08-JUL-05	PROCS CHG Arthur	25.00	0.00	5.18	30.18		
	IN153500-001#1	14-JUL-05	TRANS CHG Arthur	75.00	0.00	15.42	90.42		
	IN153500-001#1	14-JUL-05	G/S Thomas Spin	35.00	0.00	7.20	42.20		
	IN153500-001#1	14-JUL-05	G/S Arthur Stub	56.18	0.00	11.53	67.71		
	IN153500-001#1	14-JUL-05	TRANS CHG Thomas	75.00	0.00	15.42	90.42		
	IN1532255-001#1	21-JUL-05	JUN-MSI SOFTWARE	206.80	11.37	44.81	262.98		
	IN1532255-001#1	21-JUL-05	PROCS CHG Albin	25.00	0.00	5.18	30.18		
	IN1532255-001#1	21-JUL-05	PROCS CHG Dawn	25.00	0.00	5.18	30.18		
	IN1543013-002#1	28-JUL-05	PROCS CHG Franc	25.00	0.00	5.18	30.18		
	IN1543013-003#1	28-JUL-05	PROCS CHG Vicki	25.00	0.00	5.18	30.18		
	IN1543013-004#1	28-JUL-05	GDS & INTERNET	4.50	0.00	0.93	5.43		
	IN1543013-005#1	28-JUL-05	PROCS CHG Armin	25.00	0.00	5.18	30.18		
	IN1543013-006#1	28-JUL-05	PROCS CHG Rober	25.00	0.00	5.18	30.18		
	IN1543013-007#1	28-JUL-05	PROCS CHG Timot	25.00	0.00	5.18	30.18		
	IN1543013-008#1	28-JUL-05	PROCS CHG Debbi	25.00	0.00	5.18	30.18		
	IN1543013-010#1	28-JUL-05	PROCS CHG Mike	25.00	0.00	5.18	30.18		
	IN1543013-011#1	28-JUL-05	TRIPREWARDS 5%	200.16	0.00	41.10	241.26		
	TA3052607-001#1	28-JUL-05	T/A COMMISSIONS	20.20	0.00	4.11	24.31		
	IN1543013-001#1	28-JUL-05	PROCS CHG Janet	25.00	0.00	5.18	30.18		
	IN1543013-012#1	28-JUL-05	JUN-PPU INTER-N	19.95	0.00	4.21	24.16		
	IN1543013-005#1	28-JUL-05	PROCS CHG Cryst	25.00	0.00	5.18	30.18		

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
						Sub Total	11.37	206.79	1210.95
AUG-2005	IN1550120-007#1	10-AUG-05	PROCS CHG Fabia	25.00	0.00	5.18	30.18		
	IN1550120-006#1	10-AUG-05	PROCS CHG Helen	25.00	0.00	5.18	30.18		
	IN1550120-005#1	10-AUG-05	PROCS CHG Charl	25.00	0.00	5.18	30.18		
	IN1550120-004#1	10-AUG-05	TRANS CHG Kirk	75.00	0.10	15.42	90.42		
	IN1550120-003#1	10-AUG-05	TRANS CHG Armin	75.00	0.00	15.42	90.42		
	IN1550120-002#1	10-AUG-05	G/S Armin Schmid	30.00	0.00	6.20	36.20		
	IN1550120-001#1	10-AUG-05	G/S Kirk Hopink	40.00	0.00	8.22	48.22		
	IN1550120-008#1	10-AUG-05	PROCS CHG Harry	25.00	0.00	5.18	30.18		
	IN1551728-006#1	17-AUG-05	PROCS CHG Ray P	25.00	0.00	5.18	30.18		
	IN1551728-005#1	17-AUG-05	PROCS CHG Charl	25.00	0.00	5.18	30.18		
	IN1551728-004#1	17-AUG-05	TRANS CHG Harry	75.00	0.00	15.42	90.42		
	IN1551728-003#1	17-AUG-05	TRANS CHG Dawn	75.00	0.00	15.42	90.42		
	IN1551728-002#1	17-AUG-05	G/S Larry Pike	44.00	0.00	9.03	53.03		
			G/S Dawn Carper	60.00	0.00	12.33	72.33		
	IN1554364-002#1	24-AUG-05	PROCS CHG Carol	25.00	0.00	5.18	30.18		
	IN1554364-001#1	24-AUG-05	ADG-MSI SOFTWARE	205.80	11.37	44.91	252.98		
	IN1554364-003#1	24-AUG-05	PROCS CHG Dawn	25.00	0.00	5.18	30.18		
	MV0959657-003#1	31-AUG-05	RESERVATION FEE	1634.78	0.00	348.28	2043.06		
	MV0959657-001#1	31-AUG-05	ROYALTY FEE	3634.29	0.00	757.13	4441.42		
	IN1560259-007#1	31-AUG-05	PROCS CHG Chris	25.00	0.00	5.18	30.18		
	IN1560259-006#1	31-AUG-05	PROCS CHG Bree	25.00	0.00	5.18	30.18		
	IN1560259-01#1	31-AUG-05	ADS-PPU INTER-N	19.95	0.00	4.11	24.06		
	IN1560259-002#1	31-AUG-05	G/S Fabian Camia	35.00	0.00	7.20	42.20		
	IN1560259-003#1	31-AUG-05	TRANS CHG Fabia	75.00	0.00	15.42	90.42		
	IN1560259-004#1	31-AUG-05	PROCS CHG Amy R	25.00	0.00	5.18	30.18		
	IN1560259-005#1	31-AUG-05	PROCS CHG Lorrie	25.00	0.00	5.18	30.18		
	MV0959657-002#1	31-AUG-05	MARKETING FEE	1105.29	0.00	227.12	1322.41		
	TA3058952-001#1	31-AUG-05	T/A COMMISSIONS	140.53	0.00	28.90	169.43		
	IN1560259-008#1	31-AUG-05	TRIPREWARDS 5%	334.80	0.00	68.80	403.60		
	TP4058952-001#1	31-AUG-05	GDS & INTERNET	67.00	0.00	13.80	80.80		

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance	Charges	Total
			Sub Total	8137.44	11.37	1675.19			9824.00
SEP~2005	IN1566501-002#1	08-SEP-05	PROCS CHG Rusty	25.00	0.00	5.18			30.18
	IN1566501-.001#1	08-SEP-05	PROCS CHG Anne	25.00	0.00	5.18			30.18
	IN1568057-.004#1	14-SEP-05	PROCS CHG Neil	25.00	0.00	5.18			30.18
	IN1568057-.005#1	14-SEP-05	PROCS CHG Craig	25.00	0.00	5.18			30.18
	IN1568057-.006#1	14-SEP-05	PROCS CHG Lisa	25.00	0.00	5.18			30.18
	IN1568057-.007#1	14-SEP-05	PROCS CHG Alva	25.00	0.00	5.18			30.18
	IN1568057-.003#1	14-SEP-05	PROCS CHG Penny	25.00	0.00	5.18			30.18
	IN1568057-.002#1	14-SEP-05	TRANS CHG Jerry	75.00	0.00	15.42			90.42
	IN1568057-.001#1	14-SEP-05	G/S Jerry Sims	35.00	0.00	7.20			42.20
	IN15698886-.001#1	21-SEP-05	SEP-MSI SOFTWARE	206.80	11.37	44.81			262.98
	IN15698886-.003#1	21-SEP-05	PROCS CHG Gary	25.00	0.00	5.18			30.18
	IN15698886-.002#1	21-SEP-05	PROCS CHG Carol	25.00	0.00	5.18			30.18
	IN15698886-.004#1	21-SEP-05	PROCS CHG Walter	25.00	0.00	5.18			30.18
	IN1575691-.002#1	28-SEP-05	PROCS CHG ERIC	25.00	0.00	5.18			30.18
	IN1575691-.001#1	28-SEP-05	SEP PDU INTERN	19.95	0.00	4.11			24.06
	TA3065318-.001#1	29-SEP-05	T/A COMMISSIONS	217.25	0.00	44.67			261.92
	TP4065318-.001#1	29-SEP-05	GDS & INTERNET	92.50	0.00	19.00			111.50
	MV0959658-.001#1	30-SEP-05	ROYALTY FEE	3016.48	0.00	619.93			3636.41
	IN1580044-.006#1	30-SEP-05	TRIPREWARDS .5% C	337.62	0.00	69.35			406.97
	IN1580044-.005#1	30-SEP-05	PROCS CHG Cathie	25.00	0.00	5.18			30.18
	IN1580044-.004#1	30-SEP-05	TRANS CHG Carol	75.00	0.00	15.42			90.42
	IN1580044-.003#1	30-SEP-05	TRANS CHG-Gary	75.00	0.00	15.42			90.42
	IN1580044-.002#1	30-SEP-05	G/S Gary Florida	60.00	0.00	12.33			72.33
	IN1580044-.001#1	30-SEP-05	G/S Caroline Be	95.34	0.00	19.60			114.94
	MV0959658-.002#1	30-SEP-05	MARKETING FEE	904.94	0.00	185.97			1090.91
	IN1580044-.007#1	30-SEP-05	TRIPREWARDS FNS	(73.42)	0.00	0.00			(73.42)
	MV0959658-.003#1	30-SEP-05	RESERVATION FEE	1387.58	0.00	285.15			1672.73
			Sub Total	6825.04	11.37	1420.54			8256.95

OCT~2005 IN1585758-001#1 12-OCT-05 G/S Eric Hallin

OCT~2005 IN1585758-003#1 12-OCT-05 PROCS CHG Katin

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## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
IN1585758-002#1	12-OCT-05	TRANS CHG Eric		75.00	0.00	15.42	90.42	
IN1587631-003#1	19-OCT-05	PROCS CHG Carol		25.00	0.00	5.16	30.18	
IN1587631-002#1	19-OCT-05	G/S Caroline Be		95.34	0.00	19.60	114.94	
IN1587631-001#1	19-OCT-05	OCT-MSI SOFTWARE		206.80	11.37	44.81	262.98	
IN1590689-001#1	26-OCT-05	PROCS CHG Chris		25.00	0.00	5.18	30.18	
IN1590689-001#1	27-OCT-05	GDS & INTERNET		21.50	0.00	4.38	25.88	
TP4071656-001#1	27-OCT-05	T/A COMMISSIONS		44.15	0.00	9.04	53.19	
TA3071656-001#1	27-OCT-05	G/S Walter Bren		58.00	0.00	11.92	69.92	
IN1601687-001#1	31-OCT-05	PROCS CHG SYLVIA		25.00	0.00	5.18	30.18	
IN1601687-003#1	31-OCT-05	TRIPREWARDS 5%C		188.40	0.00	38.73	227.13	
IN1596248-002#1	31-OCT-05	ROYALTY FEE		2286.15	0.00	469.83	2755.98	
MV0967574-001#1	31-OCT-05	OCT-PPU INTER-N		19.95	0.00	4.11	24.06	
IN1596248-001#1	31-OCT-05	RESERVATION FEE		1051.00	0.00	215.99	1266.99	
MV0967574-003#1	31-OCT-05	MARKETING FEE		685.85	0.00	140.94	826.79	
MV0967574-002#1	31-OCT-05	TRANS CHG Walte		75.00	0.00	15.42	90.42	
Sub Total				4942.14	11.37	1018.11	5911.62	
NOV-2005	IN1603334-003#1	16-NOV-05	PROCS CHG Mary	25.00	0.00	5.18	30.18	
	IN1603334-001#1	16-NOV-05	G/S Katina Butt	30.00	0.00	6.20	36.20	
	IN1603334-002#1	16-NOV-05	TRANS CHG Katin	75.00	0.00	15.42	90.42	
	IN1603367-004#1	29-NOV-05	G/S Sylvan Hein	25.00	0.00	5.18	30.18	
	TA3077961-001#1	29-NOV-05	T/A COMMISSIONS	8.44	0.00	1.74	10.18	
	IN1606367-008#1	29-NOV-05	TRIPREWARDS 5%	503.93	0.00	103.56	607.49	
	IN1606367-001#1	29-NOV-05	NOV-MSI SOFTWARE	213.40	11.74	46.28	271.42	
	IN1606367-002#1	29-NOV-05	NOV-PPU INTER-N	19.95	0.00	4.11	24.06	
	IN1606367-003#1	29-NOV-05	G/S Christine B	35.00	0.00	7.20	42.20	
	IN1606367-005#1	29-NOV-05	TRANS CHG Sylvia	75.00	0.00	15.42	90.42	
	IN1606367-006#1	29-NOV-05	TRANS CHG Chris	75.00	0.00	15.42	90.42	
	IN1606367-007#1	29-NOV-05	PROCS CHG Mary	25.00	0.00	5.18	30.18	
	IN1606367-003#1	30-NOV-05	RESERVATION FEE	931.86	0.00	191.48	1123.34	
	MV0974379-002#1	30-NOV-05	MARKETING FEE	607.74	0.00	124.91	732.65	
	MV0974379-001#1	30-NOV-05	ROYALTY FEE	2025.79	0.00	416.31	2442.10	

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## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 01-OCT-2007

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
			Sub Total	4676.11	11.74	963.59	5651.44	
DEC-2005	IN1614014-002#1	19-DEC-05	TRANS CHG Cathe	75.00	0.00	15.42	90.42	
	IN1614014-003#1	19-DEC-05	PROCS CHG Bonni	25.00	0.00	5.18	30.18	
	IN1614014-001#1	19-DEC-05	G/S Catherine J	35.00	0.00	7.20	42.20	
	TA3084189-001#1	29-DEC-05	T/A COMMISSIONS	21.14	0.00	4.38	25.52	
	IN1617226-001#1	30-DEC-05	DEC-MSI SOFTWARE	213.40	11.74	46.28	271.42	
	IN1617226-003#1	30-DEC-05	TRIPREWARDS 5%C	235.00	0.00	48.30	283.30	
	MV0987489-001	31-DEC-05	ROYALTY FEE	1085.70	0.00	223.14	1308.84	
	MV0987489-003	31-DEC-05	RESERVATION FEE	713.46	0.00	146.62	860.08	
	MV0987489-002	31-DEC-05	MARKETING FEE	465.30	0.00	95.60	560.90	
			Sub Total	2869.00	11.74	592.12	3472.86	
JAN-2006	IN1624444-001#1	19-JAN-06	2006 SUMMIT	449.00	0.00	92.30	541.30	
	IN1627420-003#1	27-JAN-06	TRANS CHG Chery	75.00	0.00	15.42	90.42	
	IN1627420-002#1	27-JAN-06	G/S Cheryl Team	35.00	0.00	7.20	42.20	
	IN1627420-001#1	27-JAN-06	JAN-MSI SOFTWARE	213.40	11.74	46.28	271.42	
	IN1627420-004#1	27-JAN-06	TRIPREWARDS 5%C	174.52	0.00	35.90	210.42	
	MV0987490-001	31-JAN-06	ROYALTY FEE	1115.49	0.00	229.24	1344.72	
	MV0987490-002	31-JAN-06	MARKETING FEE	478.07	0.00	98.24	576.31	
	MV0987490-003	31-JAN-06	RESERVATION FEE	733.03	0.00	150.64	883.67	
			Sub Total	3273.51	11.74	675.21	3960.46	
FEB-2006	IN16337964-001	27-FEB-06	PEB-MSI SOFTWARE	63.40	3.49	13.76	80.65	
	FC0348964-001	28-FEB-06	FINANCE CHARGE	630.80	0.00	0.00	630.80	
	MV0992250-002	28-FEB-06	MARKETING FEE	513.32	0.00	105.52	618.84	
	MV0992250-003	28-FEB-06	RESERVATION FEE	787.08	0.00	161.76	948.84	
	MV0992250-001	28-FEB-06	ROYALTY FEE	1197.74	0.00	246.12	1443.86	
	IN1643275-001	28-FEB-06	TRIPREWARDS 5%C	140.50	0.00	28.90	169.40	

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## ITEMIZED STATEMENT

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 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance	Charges	Total
			Sub Total	3332.84		3.4	556.06		3892.39
MAR-2006	IN1651758-001	15-MAR-06	GM ORIENTATION-	1100.00		0.00	226.05		1325.05
	IN1651758-002	15-MAR-06	GM ORIENTATION-	750.00		0.00	154.16		904.16
	IN1653984-006	28-MAR-06	G/S Sheryl Edwa	46.00		0.00	9.43		55.43
	IN1653984-007	28-MAR-06	NT AUDIT VAR RE	380.05		0.00	78.09		458.14
	IN1653984-005	28-MAR-06	NT AUDIT VAR AD	17.86		0.00	50.93		298.79
	IN1653984-003	28-MAR-06	NO SHOW FEE	550.00		0.00	113.06		663.06
	IN1653984-002	28-MAR-06	MR-DIRECTWAY	150.00		8.25	32.49		190.74
	IN1653984-001	28-MAR-06	MR-MSI SOFTWARE	23.40		11.74	46.28		271.42
	IN1653984-008	28-MAR-06	TRANS CHG Shery	75.00		0.00	15.42		90.42
	IN1653984-004	28-MAR-06	NT AUDIT VAR RO	826.20		0.00	16.80		936.00
	IN1659758-002	30-MAR-06	TRIPREWARDS FNS	(136.98)		0.00	0.00		(36.98)
	IN1659758-001	30-MAR-06	TRIPREWARDS 5% C	163.90		0.00	33.68		197.58
	IN1659759-001#1	30-MAR-06	TRIPREWARDS 5% C	4.65		0.00	0.95		5.60
	FCC352440-001	31-MAR-06	FINANCE CHARGE	752.79		0.00	0.00		752.79
	IN1654888-001	31-MAR-06	MAR-PPU INTR-NE	19.95		0.00	4.11		24.06
	IN1654888-002	31-MAR-06	DEC-PPU INTR-NE	19.95		0.00	4.11		24.06
	IN1664888-003	31-MAR-06	JAN-PPU INTR-NE	19.95		0.00	4.11		24.06
	TP1105898-001	31-MAR-06	GDS & INTERNET	37.00		0.00	7.60		44.60
	50020603A-001	31-MAR-06	ROYALTY ACCRUAL *	110.00		0.00	226.05		1326.05
	TA1105898-001	31-MAR-06	T/A COMMISSIONS *	46.80		0.00	-9.65		56.45
	50020603A-003	31-MAR-06	MEETING FEE ACCRUAL *	50.00		0.00	102.75		602.75
	50020603A-006	31-MAR-06	RESERVATION FEE *	800.00		0.00	164.40		964.40
	IN1664888-004	31-MAR-06	FEB-PPU INTR-NE	19.95		0.00	4.11		24.06
			Sub Total	7766.47		19.9			79263.9
APR-2006	IN1668131-002	20-APR-06	MAR'06-DIRECTWAY	125.81		6.92	27.29		160.02
	IN1668131-003	20-APR-06	NO SHOW FEE	50.00		0.00	113.06		663.06
	IN1668131-001	20-APR-06	APR-MSI SOFTWARE	23.40		11.74	46.28		271.42
	IN1673481-004	27-APR-06	APR-DIRECTWAY	150.00		8.25	32.49		190.74
	IN1673481-001	27-APR-06	PROCS CHG Danie	25.00		0.00	5.18		30.18
	IN1673481-002	27-APR-06	PROCS CHG John	25.00		0.00	5.18		30.18
			Sub Total	7766.47		19.9			79263.9

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**ITEMIZED STATEMENT**

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Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
As Of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	IN1673481-003	27-APR-06	PROCS CHG Mitria		25.00	0.00	5.18	30.18
	IN1673481-005	27-APR-06	TRIPREWARDS 5% C		27.58	0.00	55.99	328.57
	TAJ111986-001	28-APR-06	T/A COMMISSIONS	63.61	0.00	13.08	76.69	
	TP4111986-001	28-APR-06	GDS & INTERNET	22.50	0.00	4.65	27.15	
	FC035605-001	30-APR-06	FINANCE CHARGE	770.31	0.00	0.00	770.31	
	50020604A-003	30-APR-06	MKTG FEE ACCRUA *	500.00	0.00	102.75	602.75	
	50020604A-001	30-APR-06	ROYALTY ACCRUAL *	1200.00	0.00	246.60	1446.60	
	50020604A-006	30-APR-06	RESERVATION FEE *	800.00	0.00	164.40	964.40	
			Sub Total	4743.21	26.91	822.13	5592.25	
MAY-2006	INL682626-002	24-MAY-06	MAY-DIRECWAY	150.00	8.25	32.49	190.74	
	IN1682626-001	24-MAY-06	MAY-MSI SOFTWARE	213.40	11.74	46.28	271.42	
	TP4111236-001	25-MAY-06	GDS & INTERNET	41.00	0.00	8.47	49.47	
	TA3111236-001	25-MAY-06	T/A COMMISSIONS	21.25	0.00	4.38	25.63	
	IN1694184-002	31-MAY-06	REFRESH SOFTWARE	0.00	0.00	174.68	174.68	
	IN1694184-003	31-MAY-06	REFRESH SERVICE	0.00	0.00	254.52	254.52	
	IN1694184-004	31-MAY-06	H/W REFRESH WAR	0.00	0.00	76.89	76.89	
	IN1694184-005	31-MAY-06	REFRESH SHIPPIN	0.00	0.00	23.73	23.73	
	IN1694184-001	31-MAY-06	FINANCE CHARGE	881.24	0.00	0.00	881.24	
	IN1688473-001	31-MAY-06	PROCS CHG Holly	25.00	0.00	5.18	30.18	
	IN1688473-002	31-MAY-06	PROCS CHG Lisa	25.00	0.00	5.18	30.18	
	IN1694184-001	31-MAY-06	REFRESH HARDWAR	0.00	0.00	394.27	394.27	
	50020605A-006	31-MAY-06	RESERVATION FEE *	900.00	0.00	184.95	1084.95	
	IN1688473-003	31-MAY-06	TRIPREWARDS 5% C	214.07	0.00	44.00	258.07	
	50020605A-001	31-MAY-06	ROYALTY ACCRUAL *	1400.00	0.00	287.70	1687.70	
	50020605A-003	31-MAY-06	MKTG FEE ACCRUA *	600.00	0.00	123.39	723.39	
			Sub Total	4470.96	19.99	1666.02	6156.97	
JUN-2006	IN1694912-001	15-JUN-06	PROCS CHG Val G	25.00	0.00	5.18	30.18	
	IN1694912-002	15-JUN-06	PROCS CHG Norma	25.00	0.00	5.18	30.18	
	IN1694912-003	15-JUN-06	PROCS CHG Tammy	25.00	0.00	5.18	30.18	
	IN1694912-004	15-JUN-06	PROCS CHG David	25.00	0.00	5.18	30.18	
	IN1694912-005	15-JUN-06	PROCS CHG Alan	25.00	0.00	5.18	30.18	

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance charges	Total
	IN1697410-003	28-JUN-06	PROCS CRG Jenni	25.00		0.00		5.18	30.18
	IN1697410-006	28-JUN-06	PROCS CRG Micha	25.00		0.00		5.18	30.18
	IN1697410-005	28-JUN-06	PROCS CRG Kryst	25.00		0.00		5.18	30.18
	IN1697410-004	28-JUN-06	PROCS CRG Nell	25.00		0.00		5.18	30.18
	IN1697410-002	28-JUN-06	JUN-DIREWAY	150.00		6.25		32.49	190.74
	IN1697410-001	28-JUN-06	JUN-MSI SOFTWARE	213.40		11.74		46.28	271.42
	TP4120865-001	29-JUN-06	GDS & INTERNET	126.00		0.00		25.87	151.87
	TA3120865-001	29-JUN-06	T/A COMMISSIONS	173.94		0.00		35.78	209.72
	IN1703216-001	29-JUN-06	TRIPREWARDS S/C	1190.13		0.00		39.08	1229.21
	500206064-001	30-JUN-06	RESERVATION ACCRUAL *	1500.00		0.00		290.45	2290.45
	500206064-006	30-JUN-06	RESERVATION FEE *	1200.00		0.00		246.60	1446.60
	500206064-003	30-JUN-06	MKTG. FEE ACCRUAL *	800.00		0.00		164.40	964.40
	FC0362958-001	30-JUN-06	FINANCE CHARGES	874.82		0.00		0.00	874.82
			Sub Total	5653.29		19.99		1027.57	6960.85
JUL-2006	IN1712004-001	25-JUL-06	JULY-MSI SOFTWARE	213.40		11.74		43.58	268.72
	IN1712004-002	25-JUL-06	JULY-DIREWAY	150.00		8.25		30.59	208.84
	IN1712004-018	25-JUL-06	TRIPREWARDS FNS	(336.93)		0.00		(235.00)	(571.93)
	IN1712004-015	25-JUL-06	PROCS CRG Stapi	(25.00)		0.00		0.00	(25.00)
	IN1712004-017	25-JUL-06	TRIPREWARDS S/C	389.06		0.00		75.30	464.36
	IN1712004-016	25-JUL-06	PROCS CRG Cherry	25.00		0.00		4.88	29.88
	IN1712004-014	25-JUL-06	PROCS CRG George	25.00		0.00		4.88	29.88
	IN1712004-013	25-JUL-06	PROCS CRG Linda	25.00		0.00		4.88	29.88
	IN1712004-012	25-JUL-06	PROCS CRG Ann S	25.00		0.00		4.88	29.88
	IN1712004-011	25-JUL-06	PROCS CRG Greg	25.00		0.00		4.88	29.88
	IN1712004-010	25-JUL-06	ON-LINE LIBRARY	100.00		0.00		19.35	119.35
	IN1712004-009	25-JUL-06	G/S Cherry Petr	75.00		0.00		14.52	89.52
	IN1712004-008	25-JUL-06	G/S Michael Phi	42.00		0.00		8.12	50.12
	IN1712004-005	25-JUL-06	TRANS CRG Micha	75.00		0.00		14.52	89.52
	IN1712004-006	25-JUL-06	PROCS CRG Harry	25.00		0.00		4.88	29.88
	IN1712004-007	25-JUL-06	PROCS CRG Rita	25.00		0.00		4.88	29.88
	IN1712004-008	25-JUL-06	PROCS CRG Traci	25.00		0.00		4.88	29.88
	IN1712004-009	25-JUL-06	PROCS CRG Rebec	25.00		0.00		4.88	29.88
	IN1712004-010	25-JUL-06	TRANS CRG Traci	75.00		0.00		14.29	89.29
	IN1717933-002	31-JUL-06	G/S Tracie Happy	40.00		0.00		7.62	47.62
	IN1717933-001	31-JUL-06	GDS & INTERNET	152.50		0.00		29.04	181.54
	TP41207076-001	31-JUL-06							

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## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
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Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10022947	14-SEP-06	GUEST SRVCS TRA	75.00	0.00	12.53	8.753	
	10023993	14-SEP-06	GUEST SRVCS TRA	30.00	0.00	5.04	35.04	
	21003316	22-SEP-06	TRIPREWARDS 5%C	172.79	0.00	26.16	198.98	
	10027284	22-SEP-06	GUEST SRVCS TRA	75.00	0.00	11.36	86.36	
	10025709	22-SEP-06	GUEST SRVCS TRA	50.00	0.00	7.61	57.61	
	TR3139450	29-SEP-06	T.A COMMISSIONS	78.63	0.00	11.92	90.55	
	4139450	29-SEP-06	GDS & INTERNET	12.50	0.00	1.88	14.38	
	40041078	30-SEP-06	Accrual-1210A-M *	859.44	0.00	130.19	989.63	
	40041076	30-SEP-06	Accrual-1000A-R *	2005.36	0.00	303.80	2309.16	
	40048625	30-SEP-06	5066A-DIRECWAY	150.00	8.25	23.95	182.20	
	40050924	30-SEP-06	5032A-MSI SOFTW	213.40	11.74	34.11	259.25	
	40041077	30-SEP-06	Accrual-1000A-R *	1317.81	0.00	199.68	1517.49	
			Sub Total	6039.93	72.24	944.01	7056.18	
OCT-2006	10031057	05-OCT-06	GUEST SRVCS PRO	25.00	0.00	3.81	28.81	
	1003120	19-OCT-06	GUEST SRVCS PRO	25.00	0.00	3.44	28.44	
	21007702	22-OCT-06	TRIPREWARDS 5%C	209.89	0.00	28.64	238.53	
	10039859	27-OCT-06	GUEST SRVCS PRO	25.00	0.00	3.44	28.44	
	31-OCT-06	Accrual-1800A-R *	886.93	0.00	121.07	1008.00		
	40067900	31-OCT-06	Accrual-1210A-M *	578.43	0.00	78.99	657.42	
	40063292	31-OCT-06	5032A-MSI SOFTW	213.40	11.74	30.74	255.88	
	40063864	31-OCT-06	Accrual-1000A-R *	1349.67	0.00	184.25	1533.92	
	40063294	31-OCT-06	5066A-DIRECWAY	150.00	8.25	21.58	179.83	
	40069437		Sub Total	3463.32	19.99	475.96	3959.27	
NOV-2006	30030513	08-NOV-06	2007 DIW CONFER	895.00	0.00	115.01	1010.01	
	10045187	09-NOV-06	GUEST SRVCS PRO	25.00	0.00	3.44	28.44	
	10050028	16-NOV-06	GUEST SRVCS TRA	75.00	0.00	9.08	84.08	
	10049629	16-NOV-06	GUEST SATISFACT	30.00	0.00	3.65	33.65	
	210093036	22-NOV-06	TRIPREWARDS 5%C	301.57	0.00	36.46	338.03	
	10054952	30-NOV-06	GUEST SRVCS PRO	25.00	0.00	3.05	28.05	
	40095590	30-NOV-06	5032A-MSI SOFTW	222.75	12.25	28.44	263.44	
	40090014	30-NOV-06	Accrual-1000A-R *	824.29	0.00	99.74	924.03	

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05 DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date : 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
40091275		30-NOV-06	Accrual-1210A-N *		353.27	0.00	42.77	396.04
10053714		30-NOV-06	GUEST SRVCS PRO		25.00	0.00	3.05	28.05
40104070		30-NOV-06	5066A-DIRECWAY		150.00	8.25	19.13	177.38
10054882		30-NOV-06	GUEST SRVCS PRO		25.00	0.00	3.05	28.05
10055498		30-NOV-06	GUEST SRVCS TRA		(75.00)	0.00	0.00	(75.00)
40090752		30-NOV-06	Accrual-1800A-R *		541.67	0.00	65.57	607.24
				Sub Total	3418.55	20.50	432.44	3871.49
DEC-2006	10055414	07-DEC-06	GUEST SRVCS PRO		25.00	0.00	3.05	28.05
	1005292	14-DEC-06	GUEST SRVCS PRO		25.00	0.00	3.05	28.05
	2101530	22-DEC-06	TRIPREWARDS 5%		242.53	0.00	25.59	268.12
	10063108	28-DEC-06	GUEST SRVCS PRO		25.00	0.00	2.66	27.66
	40121184	31-DEC-06	5032A-MSI SOFTW		222.75	12.25	24.79	255.79
	40125565	31-DEC-06	Accrual-1000A-R *		663.08	0.00	69.97	733.05
	40123340	31-DEC-06	5066A-DIRECWAY		150.00	8.25	16.68	174.93
	40125567	31-DEC-06	Accrual-1210A-N *		284.18	0.00	29.96	314.14
	40125566	31-DEC-06	Accrual-1800A-R *		435.74	0.00	45.96	481.70
				Sub Total	2073.28	20.50	221.71	2315.49
JAN-2007	21015188	22-JAN-07	TRIPREWARDS 5%		114.96	0.00	10.50	125.46
	30049750	24-JAN-07	2007 TRAINING L		60.00	0.00	6.49	65.49
	40184266	31-JAN-07	5066A-DIRECWAY		150.00	8.25	14.46	172.71
	40186031	31-JAN-07	5032A-MSI SOFTW		222.75	12.25	21.51	256.51
	40172197	31-JAN-07	Accrual-1210A-N *		346.29	0.00	37.68	384.97
	40172214	31-JAN-07	Accrual-1000A-R *		808.01	0.00	73.92	881.93
	40172211	31-JAN-07	Accrual-1800A-R *		530.98	0.00	48.57	579.55
				Sub Total	2332.99	20.50	206.13	2459.62
FEB-2007	21017315	22-FEB-07	TRIPREWARDS 5%		96.77	0.00	7.35	104.12
	40212462	28-FEB-07	5032A-MSI SOFTW		222.75	12.25	17.86	252.86

Report Date : 01-OCT-07

INTERNET STIMMEN

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
Phone No : 312-222-0202  
Fax No : 312-222-0202

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Financecharges	Total
4/0194438	28-FEB-07	Accrual-1800A-R	*	618.75	0.00	47.02	665.77	
4/0194443	28-FEB-07	Accrual-1000A-R	*	941.57	0.00	71.54	1013.11	
4/0195895	28-FEB-07	Accrual-1210A-M	*	403.53	0.00	30.65	434.18	
4/0210377	28-FEB-07	5066A-DIRECWAY		150.00	8.25	12.01	170.26	
		Sub Total		2433.37	20.50	186.43	2640.30	
MAR-2007	21018960	22-MAR-07	TRIPREWARDS 5%	183.46	0.00	11.18	194.64	
	4/0238535	31-MAR-07	5032A-MSI SOFTW	222.75	12.25	14.34	249.34	
	4/0222629	31-MAR-07	Accrual-1800A-R	599.84	0.00	36.60	636.44	
	4/0236429	31-MAR-07	5066A-DIRECWAY	150.00	8.25	9.64	167.89	
	4/0222655	31-MAR-07	Accrual-1000A-R	912.80	0.00	55.68	968.48	
	4/0222643	31-MAR-07	Accrual-1210A-M	391.20	0.00	23.86	415.06	
		Sub Total		2460.05	20.50	151.30	2631.85	
APR-2007	100072246	04-APR-07	GUEST SATISFACT	(30.00)	0.00	0.00	(30.00)	
	100072243	05-APR-07	GUEST SATISFACT	30.00	0.00	1.84	31.84	
	3/0067036	19-APR-07	REFRESH SERVICE	3700.00	0.00	168.35	3866.35	
	3/0067114	19-APR-07	H/W REFRESH WAR	505.90	0.00	23.02	528.92	
	3/0067113	19-APR-07	REFRESH SOFTWARE	1078.41	59.31	51.76	1189.48	
	3/0067027	19-APR-07	REFRESH HARDWAR	3090.32	169.97	148.32	3408.62	
	3/0067115	19-APR-07	REFRESH SHIPPIN	265.25	14.59	12.74	292.59	
	2/0233359	22-APR-07	TRIPREWARDS 5%	149.79	0.00	6.81	156.60	
	4/0249298	30-APR-07	5066A-DIRECWAY	150.00	8.25	7.19	165.44	
	4/0249112	30-APR-07	5032A-MSI SOFTW	222.15	12.25	10.69	245.69	
	4/027355	30-APR-07	Accrual-1000A-R	1073.40	0.00	48.84	1122.26	
	4/0258121	30-APR-07	Accrual-1210A-M	460.04	0.00	20.93	480.97	
	4/0258120	30-APR-07	Accrual-1800A-R	705.39	0.00	32.09	737.48	
		Sub Total		11401.28	264.37	532.59	12198.24	
MY-2007	21025050	22-MAY-07	TRIPREWARDS 5%	272.55	0.00	8.31	280.86	

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Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4019, US  
 As of Date: 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance	Charges	Total
30073270		25-MAY-07	O/A REINSPECTIO	1000.00		0.00	30.50		1030.50
40279988		31-MAY-07	5032A-MSI SOFTW	222.75		12.25	7.17		242.17
40285029		31-MAY-07	Accrual-1000A-R *	1237.35		0.00	37.74		1275.10
40284806		31-MAY-07	Accrual-1210A-M *	471.62		0.00	14.38		486.00
40284804		31-MAY-07	Accrual-1800A-R *	723.14		0.00	22.06		745.20
30074336		31-MAY-07	O/A REINSPECTIO	(250.00)		0.00	0.00		(250.00)
40280200		31-MAY-07	5066A-DIRECWAY	150.00		8.25	4.82		163.07
			Sub Total	3827.42		20.50			3972.90
JUN-2007	21027939	22-JUN-07	TRIPREWARDS 5% C	356.19		0.00	5.34		361.53
	10094694	28-JUN-07	GUEST SRVCS TRA	75.00		0.00	1.13		76.13
	10094889	28-JUN-07	GUEST SATISFACT	65.00		0.00	0.98		65.98
	40323750	30-JUN-07	Accrual-1800A-R *	1344.37		0.00	20.17		1364.54
	40323450	30-JUN-07	Accrual-1210A-M *	876.77		0.00	13.15		889.92
	40305445	30-JUN-07	5032A-MSI SOFTW	222.75		12.25	3.53		238.53
	40301935	30-JUN-07	5066A-DIRECWAY	150.00		8.25	2.37		160.62
	40321792	30-JUN-07	Accrual-1000A-R *	292.55		0.00	43.84		296.39
			Sub Total	6012.63		20.50			6133.64
JUL-2007	10098835	05-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.38		25.38
	10096126	05-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.38		25.38
	10105809	19-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	2100492	22-JUL-07	TRIPREWARDS 5% C	175.27		0.00			175.27
	10108576	26-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	10108448	26-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	10108372	26-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	10109108	26-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	10108792	26-JUL-07	GUEST SRVCS PRO	25.00		0.00	0.00		25.00
	30097161	31-JUL-07	TRIPRWD GOODWIL	(132.42)		0.00	0.00		(132.42)
	40334151	31-JUL-07	5066A-DIRECWAY	150.00		8.25	0.00		158.25
	40332360	31-JUL-07	5032A-MSI SOFTW	222.75		12.25	0.00		235.00
	40348212	31-JUL-07	Accrual-1000A-R *	3614.50		0.00	0.00		3614.50
	40350646	31-JUL-07	Accrual-1210A-M *	1084.35		0.00	0.00		1084.35

Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05 DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date : 01-OCT-2007

Non-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance	Charges	Total
					Sub Total	6877.12	20.50		0.76	6998.38
AUG-2007	10112314	02-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10112273	02-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10112006	02-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10117288	09-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10117602	09-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10122410	16-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	21335015	22-AUG-07	TRIPREWARDS SVC	333.14		0.00		0.00	333.14	
	10128246	23-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10128186	23-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10129153	23-AUG-07	GUEST SRVCS PRO	91.05		0.00		0.00	91.05	
	10127044	23-AUG-07	GUEST SATISFACT	35.00		0.00		0.00	35.00	
	10131700	30-AUG-07	GUEST SRVCS TRA	75.00		0.00		0.00	75.00	
	10131699	30-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10133187	30-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10134533	30-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	101333709	30-AUG-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	40353970	31-AUG-07	50066A-DIRECWAY	150.00		8.25		0.00	158.25	
	40354353	31-AUG-07	5032A-MSI SOFTM	222.75		12.25		0.00	235.00	
	40367674	31-AUG-07	Accrual-1210A-M	966.84		0.00		0.00	966.84	
	40366455	31-AUG-07	Accrual-1000A-R	3222.80		0.00		0.00	3222.80	
	40368328	31-AUG-07	Accrual-1800A-R	1482.49		0.00		0.00	1482.49	
			Sub Total	6879.07		20.50		0.00	6899.57	
SEP-2007	10136611	06-SEP-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10135364	06-SEP-07	GUEST SATISFACT	17.63		0.00		0.00	17.63	
	10135508	06-SEP-07	GUEST SRVCS PRO	(25.00)		0.00		0.00	(25.00)	
	10136011	06-SEP-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	
	10237860	13-SEP-07	GUEST SATISFACT	38.00		0.00		0.00	38.00	
	10137861	13-SEP-07	GUEST SRVCS TRA	75.00		0.00		0.00	75.00	
	10140519	13-SEP-07	GUEST SRVCS PRO	25.00		0.00		0.00	25.00	

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Report Date : 01-OCT-07

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
 As of Date : 01-OCT-2007

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax.	FinanceCharges	Total
	3010727	14-SEP-07	2008 ALLIANCE D	873.00	0.00	0.00	0.00	873.00
	2103793	22-SEP-07	TRIPPEWARDS 5%C	168.03	0.00	0.00	0.00	168.03
	10144096	27-SEP-07	GUEST SRVCS PRO	25.00	0.00	0.00	0.00	25.00
	10145060	27-SEP-07	GUEST SRVCS PRO	25.00	0.00	0.00	0.00	25.00
	10145595	27-SEP-07	GUEST SRVCS PRO	25.00	0.00	0.00	0.00	25.00
	40380110	30-SEP-07	5032A-DIRECTWAY	150.00	0.00	0.00	0.00	150.00
	40380488	30-SEP-07	5032A-MSI SOFTW	222.75	12.25	0.00	0.00	235.00
	40398878	30-SEP-07	Accrual-1100A-R*	2714.00	0.00	0.00	0.00	2714.00
	40400097	30-SEP-07	Accrual-1210A-M*	814.00	0.00	0.00	0.00	814.00
	40400754	30-SEP-07	Accrual-1800A-R*	1248.44	0.00	0.00	0.00	1248.44
			Sub Total	6446.05	20.50	0.00	0.00	6466.55
			Grand Total	155109.34	712.65	2174.60	0.00	177656.59

Requested By: Caroline Blakeslee

\* Please note the accruals on your account are estimates.  
 Make sure to promptly submit your actual gross room revenue and rooms sold...

\*\*\*\*\* END OF REPORT \*\*\*\*\*

# **EXHIBIT D**



Wyndham Hotel Group  
Franchise Administration  
1 Sylvan Way  
Parsippany, NJ 07054  
973.753.6000 Phone  
800.880.9445 Fax

January 24, 2008

**VIA OVERNIGHT COURIER**

Mr. Azmatullah Khan  
American Hotels Inc.  
2622 West Patterson Avenue  
Chicago, IL 60659

**Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Days® Unit #5002-60176-5 located in Kenosha, WI (the "Facility")**

Dear Mr. Khan:

I write on behalf of Days Inns Worldwide, Inc. ("we," "us," or "our") regarding the License Agreement dated December 1, 2005 between American Hotels Inc. ("you" or "your") and us (the "Agreement"). You will recall that, on July 10, 2007 and October 4, 2007, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within thirty days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 30 days from the date of this letter to cure your default. Please be advised that as of January 23, 2008, your account is now past due in the amount of \$196,733.50. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions, please call Rob Spence, Financial Services Manager, at (973) 753-7646.

Sincerely yours,

Valerie Capers Workman  
Vice President  
Franchise Administration

Enclosure

cc: Ken Greene  
Rob Spence

		JAN 23, 2008	ACT WT	LTR	#PK 1
		SERVICE ZDA	BILL WT	LTR	ALL CURRENCY USD
TRACKING#		1222445X0252094586			
COST CENTER:		008-5072			
REF 2:SENT BY COMPLIANCE					
HANDLING CHARGE 0.00		FRT: SHP SVC 11.17 USD			
SHIPMENT REF RATE CHARGES:		RS 0.00			
DV 0.00	COD 0.00	SD 0.00			
DC 0.00	DG 0.00	SP 0.00			
AH 0.00	PR 0.00	11.17			REF+HANDLING
TOT REF CHG 11.17					



Report Date : 23-JAN-08

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 23-JAN-2008  
Customer No : 05002-60176-05-DAY  
Category Set :  
Category Group :  
Group No :  
Bankruptcy : No  
Disputed : No

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Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date : 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2004	IN1408436-001#1	04-NOV-04	O/A RETNSPECTIO	500.00	0.00	13.91	513.91	
	IN1411860-001#1	11-NOV-04	PROCS CHG JEREM	25.00	0.00	3.63	28.63	
	IN1412867-001#1	18-NOV-04	NOV-MSI SOFTWARE	206.80	0.00	29.94	236.74	
	IN1413932-001#1	22-NOV-04	PROCS CHG PAM B	25.00	0.00	4.40	29.40	
	TP4007062-001#1	24-NOV-04	GDS & INTERNET	24.30	0.00	4.24	28.54	
			Sub Total	781.10	0.00	56.12	837.22	
DEC-2004	IN1427182-001#1	09-DEC-04	PROCS CHG PATRI	25.00	0.00	4.40	29.40	
	IN1428795-001#1	20-DEC-04	DEC-MSI SOFTWARE	206.80	0.00	55.5	261.95	
	TP4013215-001#1	23-DEC-04	GDS & INTERNET	77.00	0.00	20.52	97.52	
	TA3013215-001#1	23-DEC-04	T/A COMMISSIONS	71.28	0.00	18.96	90.24	
	IN1433263-001#1	27-DEC-04	G/S DAZWELL Jam	27.42	0.00	7.34	34.76	
	IN1433263-002#1	27-DEC-04	TRIPREWARDS 5%	142.18	0.00	37.84	180.02	
	IN1433263-002#1	27-DEC-04	PROCS CHG DARRE	25.00	0.00	6.72	31.72	
	IN1439582-001#1	30-DEC-04	DEC-PPU INTER-N	19.95	0.00	5.33	25.28	
	MV0900900-001#1	31-DEC-04	ROYALTY FEE	194.00	0.00	45.65	239.65	
			Sub Total	788.63	0.00	201.91	990.54	
JAN-2005	IN1444402-001#1	20-JAN-05	JAN-MSI SOFTWARE	206.80	0.00	55.15	261.95	
	IN1449641-001#1	27-JAN-05	TRIPREWARDS 5%	62.17	0.00	16.52	78.69	
	TA3019331-001#1	28-JAN-05	T/A COMMISSIONS	65.50	0.00	17.49	82.99	
	TP4019331-001#1	28-JAN-05	GDS & INTERNET	60.50	0.00	16.16	76.66	
	MV0900901-003#1	31-JAN-05	RESERVATION FEE	610.00	0.00	162.61	772.61	
	MV0900901-001#1	31-JAN-05	ROYALTY FEE	1326.92	0.00	353.63	1680.55	
	MV0900901-002#1	31-JAN-05	MARKETING FEE	398.08	0.00	106.08	504.16	
	IN1455545-001#1	31-JAN-05	JAN-PPU INTER-N	19.95	0.00	5.33	25.28	
			Sub Total	2749.92	0.00	732.97	3482.89	
FEB-2005	IN1462055-002#1	24-FEB-05	TRIPREWARDS 5%	256.61	0.00	68.41	325.02	
	IN1462055-001#1	24-FEB-05	FEB-MSI SOFTWARE	206.80	0.00	55.15	261.95	

Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-50176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4059, US  
 As of Date : 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance Charges	Total
			GDS & INTERNET	23.00	0.00	6.19	29.19		
			T/A COMMISSIONS	47.50	0.00	12.68	60.18		
			FEB-PPU INTER-N	19.95	0.00	5.33	25.28		
			MARKETING FEE	396.92	0.00	105.74	502.66		
			ROYALTY FEE	1323.08	0.00	352.64	1675.72		
			RESERVATION FEE	608.00	0.00	161.99	769.99		
			Sub Total	2881.86	0.00	768.13	3649.99		
MAR-2005	IN147318-001#1	24-MAR-05	MR-MSI SOFTWARE	206.80	0.00	55.15	261.95		
	IN148952-001#1	31-MAR-05	ROYALTY FEE	1636.15	0.00	436.02	2072.17		
	IN148829-001#1	31-MAR-05	TRIPREWARDS 5%	142.93	0.00	38.11	181.04		
	TP401353-001#1	31-MAR-05	GDS-PPU INTER-N	19.95	0.00	5.33	25.28		
	MV0924052-003#1	31-MAR-05	GDS-E INTERNET	3.50	0.00	0.89	4.38		
	MV0924052-002#1	31-MAR-05	RESERVATION FEE	753.00	0.00	200.69	953.69		
	TA3031353-001#1	31-MAR-05	MARKETING FEE	490.85	0.00	130.81	621.66		
			T/A COMMISSIONS	6.30	0.00	1.67	7.97		
			Sub Total	3259.48	0.00	868.66	4128.14		
APR-2005	IN1493298-001#1	21-APR-05	APR-MSI SOFTWARE	206.80	0.00	55.15	261.95		
	IN1499025-002#1	28-APR-05	APR-PPU INTER-N	19.95	0.00	5.33	25.28		
	IN1499025-001#1	28-APR-05	TRIPREWARDS 5%	145.98	0.00	38.88	184.86		
	MV0924053-002#1	30-APR-05	MARKETING FEE	507.46	0.00	135.26	642.72		
	MV0924053-003#1	30-APR-05	RESERVATION FEE	778.00	0.00	207.34	985.34		
	MV0924053-001#1	30-APR-05	ROYALTY FEE	1691.54	0.00	450.79	2142.33		
			Sub Total	3349.73	0.00	892.75	4242.48		
MAY-2005	IN1507625-001#1	19-MAY-05	MR-MSI SOFTWARE	206.80	0.00	55.15	261.95		
	IN151231-001#1	26-MAY-05	TRIPREWARDS 5%	129.67	0.00	34.59	164.26		
	IN1516579-001#1	31-MAY-05	MAX-PPU INTER-N	19.95	0.00	5.33	25.28		
	MV0924054-001#1	31-MAY-05	ROYALTY FEE	2034.62	0.00	542.26	2576.88		

Report Date : 23-JAN-08

#### ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	MV0924054-003#1	31-MAY-05	RESERVATION FEE		936.00	0.00	249.46	1185.46
	MV0924054-002#1	31-MAY-05	MARKETING FEE		610.38	0.00	162.69	773.07
JUN-2005	IN1525095-002#1	23-JUN-05	JUN-MSI SOFTWARE		3937.42	0.00		3996.90
	IN1525095-001#1	23-JUN-05	PROCS CHG Karen		206.80	0.00	55.16	261.95
	IN1531213-002#1	30-JUN-05	TRIPREWARDS S&C		252.22	0.00	67.20	319.42
	IN1531213-001#1	30-JUN-05	PROCS CHG Kirk		25.00	0.00	6.72	311.72
	IN1531213-003#1	30-JUN-05	JUN-EPU INTERN-N		19.95	0.00	5.33	25.28
JUL-2005	IN1534425-001#1	08-JUL-05	Sub Total		528.97	0.00		670.09
	IN1535500-004#1	14-JUL-05	PROCS CHG Arthur		25.00	0.00	6.72	31.72
	IN1535500-001#1	14-JUL-05	TRANS CHG Arthur		75.00	0.00	20.00	95.00
	IN1535500-003#1	14-JUL-05	G/S Thomas Stab		35.00	0.00	9.34	44.34
	IN1535500-002#1	14-JUL-05	G/S Arthur Stab		56.18	0.00	14.95	71.13
	IN1537255-002#1	21-JUL-05	TRANS CHG Thomas		75.00	0.00	20.00	95.00
	IN1537255-001#1	21-JUL-05	JUL-MSI SOFTWARE		206.89	11.37	58.11	276.28
	IN1543013-002#1	28-JUL-05	PROCS CHG Albin		25.00	0.00	6.72	31.72
	IN1543013-001#1	28-JUL-05	PROCS CHG Dawn		25.00	0.00	6.72	31.72
	IN1543013-003#1	28-JUL-05	PROCS CHG Francis		25.00	0.00	6.72	31.72
	IN1543013-004#1	28-JUL-05	PROCS CHG Vicki		25.00	0.00	6.72	31.72
	TP4052607-001#1	28-JUL-05	GDS & INTERNET		4.50	0.00	1.21	5.71
	IN1543013-006#1	28-JUL-05	PROCS CHG Armin		25.00	0.00	6.72	31.72
	IN1543013-007#1	28-JUL-05	PROCS CHG Robert		25.00	0.00	6.72	31.72
	IN1543013-008#1	28-JUL-05	PROCS CHG Timot		25.00	0.00	6.72	31.72
	IN1543013-010#1	28-JUL-05	PROCS CHG Debbie		25.00	0.00	6.72	31.72
	IN1543013-011#1	28-JUL-05	PROCS CHG Mike		25.00	0.00	6.72	31.72
	IN1543013-009#1	28-JUL-05	TRIPREWARDS S&C		20.00	0.00	5.33	25.53
	TA3052607-001#1	28-JUL-05	T/A COMMISISSIONS		20.00	0.00	5.33	31.72
	IN1543013-012#1	28-JUL-05	PROCS CHG Janet		25.00	0.00	5.33	25.28
	IN1543013-013#1	28-JUL-05	JUL-EPU INTERN-N		19.95	0.00	0.00	19.95
	IN1543013-005#1	28-JUL-05	PROCS CHG Cryst					0.00

Report Date: 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As Of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
					Sub Total	992.79	11.37	1004.16
AUG-2005	IN1550120-007#1	10-AUG-05	PROCS CHG Fabia	25.00	0.00	6.72	\$31.72	
	IN1550120-006#1	10-AUG-05	PROCS CHG Helen	25.00	0.00	6.72	\$31.72	
	IN1550120-005#1	10-AUG-05	PROCS CHG Charli	25.00	0.00	6.72	\$31.72	
	IN1550120-004#1	10-AUG-05	TRANS CHG Kirk	75.00	0.00	20.00	95.00	
	IN1550120-003#1	10-AUG-05	TRANS CHG Armin	75.00	0.00	20.00	95.00	
	IN1550120-002#1	10-AUG-05	G/S Armin Schmidt	30.00	0.00	8.04	38.04	
	IN1550120-001#1	10-AUG-05	G/S Kirk Hopkirk	40.00	0.00	10.66	50.66	
	IN1550120-008#1	10-AUG-05	PROCS CHG Larry	25.00	0.00	6.72	\$31.72	
	IN1551728-006#1	17-AUG-05	PROCS CHG Ray P	25.00	0.00	6.72	\$31.72	
	IN1551728-005#1	17-AUG-05	PROCS CHG Charli	25.00	0.00	6.72	\$31.72	
	IN1551728-004#1	17-AUG-05	TRANS CHG Larry	75.00	0.00	20.00	95.00	
	IN1551728-003#1	17-AUG-05	TRANS CHG Dawn	75.00	0.00	20.00	95.00	
	IN1551728-002#1	17-AUG-05	G/S Larry Pike	44.00	0.00	11.71	55.71	
	IN1551728-001#1	17-AUG-05	G/S Dawn Carpenter	60.00	0.00	15.99	75.99	
	IN1554364-002#1	24-AUG-05	PROCS CHG Carol	25.00	0.00	6.72	\$31.72	
	IN1554364-001#1	24-AUG-05	ADG-MSI SOFTWARE	206.80	11.37	58.11	276.28	
	MV0959657-003#1	31-AUG-05	PROCS CHG Dawn	205.00	0.00	6.72	\$214.66	
	MV0959657-001#1	31-AUG-05	REBRSCH CHG Dawn	1694.78	0.00	451.66	2146.44	
	MV0959657-002#1	31-AUG-05	ROYALTY FEE	3684.29	0.00	981.87	4666.16	
	IN1560259-007#1	31-AUG-05	PROCS CHG Charli	25.00	0.00	6.72	\$31.72	
	IN1560259-006#1	31-AUG-05	PROCS CHG Bree	25.00	0.00	6.72	\$31.72	
	IN1560259-001#1	31-AUG-05	AUG-PPU INTERN	19.95	0.00	5.33	25.28	
	IN1560259-002#1	31-AUG-05	G/S Fabian Cana	35.00	0.00	9.34	44.34	
	IN1560259-003#1	31-AUG-05	TRANS CHG Fabia	75.00	0.00	20.00	95.00	
	IN1560259-004#1	31-AUG-05	PROCS CHG Amy R	25.00	0.00	6.72	\$31.72	
	IN1560259-005#1	31-AUG-05	PROCS CHG Lorrie	25.00	0.00	294.54	1399.83	
	MV0959657-002#1	31-AUG-05	MARKETING FEE	1105.29	0.00	37.48	1178.01	
	TA3058952-001#1	31-AUG-05	T/A COMMISSIONS	1140.53	0.00	89.22	1229.02	
	IN1560259-008#1	31-AUG-05	TRIPREWARDS 5%	334.80	0.00	84.90	418.70	
	TP4058952-001#1	31-AUG-05	GDS & INTERNET	67.00	0.00	17.90	84.90	

Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance Charges	Total
			Sub Total	8137.44		11.37		2172.49	10321.30
SEP-2005	IN1566501-002#1	08-SEP-05	PROCS CHG Rusty	25.00		0.00		6.72	31.72
	IN1566501-001#1	08-SEP-05	PROCS CHG Anne	25.00		0.00		6.72	31.72
	IN1568057-004#1	14-SEP-05	PROCS CHG Neil	25.00		0.00		6.72	31.72
	IN1568057-005#1	14-SEP-05	PROCS CHG Craig	25.00		0.00		6.72	31.72
	IN1568057-006#1	14-SEP-05	PROCS CHG Lisa	25.00		0.00		6.72	31.72
	IN1568057-007#1	14-SEP-05	PROCS CHG Alva	25.00		0.00		6.72	31.72
	IN1568057-008#1	14-SEP-05	PROCS CHG Penny	25.00		0.00		6.72	31.72
	IN1568057-009#1	14-SEP-05	TRANS CHG Jerry	75.00		0.00		20.00	95.00
	IN1568057-010#1	14-SEP-05	G/S Jerry Sims	35.00		0.00		9.34	44.34
	IN1569886-001#1	21-SEP-05	SEP-MSI SOFTWARE	206.80		11.37		58.11	276.28
	IN1569886-002#1	21-SEP-05	PROCS CHG Gary	25.00		0.00		6.72	31.72
	IN1569886-003#1	21-SEP-05	PROCS CHG Carol	25.00		0.00		6.72	31.72
	IN1569886-004#1	21-SEP-05	PROCS CHG Walter	25.00		0.00		6.72	31.72
	IN1575691-002#1	28-SEP-05	PROCS CHG ERIC	25.00		0.00		6.72	31.72
	IN1575691-001#1	28-SEP-05	SEP-PPU INTERNET	19.95		0.00		5.33	25.28
	TA3065318-001#1	29-SEP-05	T/A COMMISSIONS	217.25		0.00		57.93	275.18
	TP4065318-001#1	29-SEP-05	GDS & INTERNET	92.50		0.00		24.64	117.14
	MV0959658-001#1	30-SEP-05	ROYALTY FEE	3016.48		0.00		803.95	3820.43
	MV0959658-002#1	30-SEP-05	TRIPREWARDS 5%C	337.62		0.00		89.93	427.55
	IN1580044-006#1	30-SEP-05	PROCS CHG Cathie	25.00		0.00		6.72	31.72
	IN1580044-005#1	30-SEP-05	TRANS CHG Carol	75.00		0.00		20.00	95.00
	IN1580044-004#1	30-SEP-05	TRANS CHG Gary	75.00		0.00		15.99	95.00
	IN1580044-003#1	30-SEP-05	G/S Gary Florida	60.00		0.00		12.07	75.99
	IN1580044-002#1	30-SEP-05	G/S Caroline Pe	95.34		0.00		25.42	120.76
	MV0959658-001#1	30-SEP-05	MARKETING FEE	904.94		0.00		241.17	1146.11
	IN1580044-007#1	30-SEP-05	TRIPREWARDS FNS	(73.42)		0.00		0.00	(73.42)
	MV0959658-003#1	30-SEP-05	RESERVATION FEE	1387.56		0.00		369.79	1757.37
			Sub Total	6825.04		11.37		1842.24	8678.65
OCT-2005	IN1585758-001#1	12-OCT-05	G/S Eric Hallin	35.00		0.00		9.34	44.34
	IN1585758-003#1	12-OCT-05	PROCS CHG Katin	25.00		0.00		6.72	31.72

Report Date : 23-JAN-08

**ITEMIZED STATEMENT**

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, ILL.  
Date of Sale : 21-JUN-2008

Non-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	IN15865758-002#1	12-OCT-05	TRANS CHG Eric	75.00		0.00	20.00	95.00
	IN1587631-003#1	19-OCT-05	PROCS CHG Carol	25.00		0.00	6.72	31.72
	IN1587631-002#1	19-OCT-05	G/S Caroline Be	95.34		0.00	25.42	120.76
	IN1587631-001#1	19-OCT-05	OCT-MSI SOFTWARE	206.80		11.37	58.11	276.28
	IN15906683-001#1	26-OCT-05	PROCS CHG Chris	25.00		0.00	6.72	31.72
	TP4071656-001#1	27-OCT-05	GDS & INTERNET	21.50		0.00	5.68	27.18
	TA3071656-001#1	27-OCT-05	T/A COMMISSIONS	44.15		0.00	11.72	55.87
	IN1601687-001#1	31-OCT-05	G/S Walter Brein	58.00		0.00	15.46	73.46
	IN1601687-003#1	31-OCT-05	PROCS CHG Sylvia	25.00		0.00	6.72	31.72
	IN159648-002#1	31-OCT-05	TRIPREWARDS 5% C	188.40		0.00	50.23	238.63
	MV0967374-001#1	31-OCT-05	ROYALTY FEE	228.15		0.00	60.99	289.44
	IN1599248-001#1	31-OCT-05	OCT-PPU INTER-N	19.95		0.00	5.33	25.44
	MV0967374-003#1	31-OCT-05	RESERVATION FEE	1051.00		0.00	280.11	1331.11
	MV0967374-002#1	31-OCT-05	MARKETING FEE	685.85		0.00	182.78	868.63
	IN1601687-002#1	31-OCT-05	TRANS CHG Walter	75.00		0.00	20.00	95.00
			Sub Total	4942.14		11.37	132.35	6273.86
NOV-2005	IN1603334-001#1	16-NOV-05	PROCS CHG Mary	25.00		0.00	6.72	31.72
	IN1603334-001#1	16-NOV-05	G/S Katrina Butt	30.00		0.00	8.04	38.04
	IN1603334-002#1	16-NOV-05	TRANS CHG Katrin	75.00		0.00	20.00	95.00
	IN1606367-004#1	29-NOV-05	G/S Sylvian Hein	25.00		0.00	6.72	31.72
	TA3079961-001#1	29-NOV-05	T/A COMMISSIONS	4.43		0.00	2.26	10.70
	IN1606367-006#1	29-NOV-05	TRIPREWARDS SIC	503.93		0.00	134.30	638.23
	IN1606367-001#1	29-NOV-05	NOV-MSI SOFTWARE	213.40		11.74	60.02	285.16
	IN1606367-002#1	29-NOV-05	NOV-BPD INTERN	19.95		0.00	5.33	25.28
	IN1606367-003#1	29-NOV-05	G/S Christine B	35.00		0.00	9.34	44.34
	IN1606367-005#1	29-NOV-05	TRANS CHG Sylvia	75.00		0.00	20.00	95.00
	IN1606367-006#1	29-NOV-05	TRANS CHG Chris	75.00		0.00	20.00	95.00
	IN1606367-007#1	29-NOV-05	PROCS CHG Mary	25.00		0.00	6.72	31.72
	MV0974379-002#1	30-NOV-05	RESERVATION FEE	930.86		0.00	248.32	1180.18
	MV0974379-003#1	30-NOV-05	MARKETING FEE	607.74		0.00	161.32	769.73
	MV0974379-001#1	30-NOV-05	ROYALTY FEE	0.00		0.00	539.89	2565.68
			Sub Total	2025.19				

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Report Date : 23-JAN-08.

ITEMIZED STATEMENT

Customer No : 05002-50176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
				Sub Total	4676.11	11.74	1249.65	5937.50
DEC- 2005	INV1614014-002#1 INV1614014-003#1 INV1614014-001#1 TA303189-001#1 INV1617226-003#1 MV0987489-001 MV0987489-003 MV0987489-002	19-DEC-05 19-DEC-05 19-DEC-05 29-DEC-05 30-DEC-05 31-DEC-05 31-DEC-05 31-DEC-05	TRANS CHG Cathe PROCS CHG Bonni G/S Cateline J T/A COMMISSIONS DEC-MSI SOFTWARE TRIPREWARDS 5% ROYALTY FEE RESERVATION FEE MARKETING FEE	75.00 25.00 35.00 21.14 213.40 235.00 1085.70 713.46 465.30	0.00 0.00 0.00 0.00 11.74 0.00 0.00 0.00 0.00	20.00 6.72 9.34 5.68 60.02 62.64 289.38 190.14 123.98		95.00 31.72 44.34 26.82 285.16 297.64 1375.00 1903.60 589.28
				Sub Total	2869.00	11.74	767.90	3648.64
JAN- 2006	INV1624444-001#1 INV1627420-001#1 INV1627420-002#1 INV1627420-003#1 INV1627420-004#1 MV0987490-001 MV0987490-002 MV0987490-003	19-JAN-06 27-JAN-06 27-JAN-06 27-JAN-06 27-JAN-06 31-JAN-06 31-JAN-06 31-JAN-06	2006 SUMMIT JAN-MSI SOFTWARE G/S Cherry Teme TRANS CHG Cherry TRIPREWARDS 5% ROYALTY FEE MARKETING FEE RESERVATION FEE	449.00 213.40 35.00 75.00 174.52 1115.49 478.07 733.03	0.00 11.74 0.00 0.00 0.00 0.00 0.00 0.00		119.70 60.02 9.34 20.00 46.55 297.27 127.46 195.36	568.70 285.16 44.34 95.00 221.08 1412.76 605.47 928.39
				Sub Total	3273.51	11.74	875.65	4160.90
FEB- 2006	INV1637964-001 MV0992050-001 MV0992050-002 FC0348964-001 MV0992050-003 INV1645275-001	27-FEB-06 28-FEB-06 28-FEB-06 28-FEB-06 28-FEB-06	FEB-MSI SOFTWARE ROYALTY FEE MARKETING FEE FINANCE CHARGE RESERVATION FEE TRIPREWARDS 5%	63.40 513.32 630.80 787.08 140.50	3.49 0.00 0.00 0.00 0.00		17.84 319.18 136.74 0.00 209.78 37.48	84.73 1515.92 650.16 630.80 996.86 177.98

Report Date : 23-JAN-08

ITEMIZED STATEMENT

Customer No : 050002-61176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date: 23-JAN-2008

Report Date : 23-JAN-08

LIMITED STATIONERY

Customer No : 05002-60176-05-DAY  
Address : 2612 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
of Date : 22-JUN-2008

Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance	Charges	Total
	IN1697410-005	28-JUN-06	PROCS CHG Kryst	25.00		0.00		6.72		31.72
	IN1697410-006	28-JUN-06	PROCS CHG Micha	25.00		0.00		6.72		31.72
	IN1697410-001	28-JUN-06	JUN-MSI SOFTWARE	213.40		11.74		60.02		285.16
	IN1697410-002	28-JUN-06	JUN-DIRECTWAY	150.00		8.25		42.13		200.38
	IN1697410-003	28-JUN-06	PROCS CHG Jenni	25.00		0.00		6.72		31.72
	IN1697410-004	28-JUN-06	PROCS CHG Neil	25.00		0.00		6.72		31.72
	IN1703216-001	29-JUN-06	TRIPREWARDS 5*C	190.13		50.98		50.98		240.01
	TP4120869-001	29-JUN-06	GDS & INTERNET	126.00		0.00		33.45		159.55
	TA3120869-001	29-JUN-06	T/A COMMISSIONS	173.94		46.40		46.40		220.34
	FC0362958-001	30-JUN-06	FINANCE CHARGE	874.82		0.00		0.00		874.82
	500206064-003	30-JUN-06	MKTG FEE, ACCRUA	*	800.00	0.00		213.20		1013.20
	500206064-006	30-JUN-06	RESERVATION FEE	*	1200.00	0.00		319.80		1519.80
	500206064-001	30-JUN-06	ROYALTY ACCRUAL	*	1900.00	0.00		506.35		2406.35
			Sub Total		5853.29	19.99		1332.61		7205.89
JUL-2006	IN1712004-011	25-JUL-06	PROCS CHG Greg	25.00		0.00		6.42		31.42
	IN1712004-012	25-JUL-06	PROCS CHG Ann S	25.00		0.00		6.42		31.42
	IN1712004-013	25-JUL-06	PROCS CHG Linda	25.00		0.00		6.42		31.42
	IN1712004-014	25-JUL-06	PROCS CHG George	25.00		0.00		6.42		31.42
	IN1712004-016	25-JUL-06	PROCS CHG Cherry	25.00		0.00		6.42		31.42
	IN1712004-017	25-JUL-06	TRIPREWARDS 5*C	389.06		0.00		99.04		488.10
	IN1712004-015	25-JUL-06	PROCS CHG Stapi	(25.00)		0.00		0.00		(25.00)
	IN1712004-018	25-JUL-06	TRIPREWARDS FNS	(236.93)		0.00		0.00		(236.93)
	IN1712004-001	25-JUL-06	JLY-MSI SOFTWARE	211.40		11.74		57.32		282.46
	IN1712004-002	25-JUL-06	JLY-DIRECTWAY	150.00		8.25		40.23		198.48
	IN1712004-003	25-JUL-06	ON-LINE LIBRARY	100.00		0.00		25.45		125.45
	IN1712004-004	25-JUL-06	G/S Cherry Petr	75.00		0.00		19.10		94.10
	IN1712004-005	25-JUL-06	G/S Michael Phi	42.00		0.00		10.68		52.68
	IN1712004-006	25-JUL-06	TRANS CHG Micha	75.00		0.00		19.10		94.10
	IN1712004-007	25-JUL-06	PROCS CHG Harry	25.00		0.00		6.42		31.42
	IN1712004-008	25-JUL-06	PROCS CHG Rita	25.00		0.00		6.42		31.42
	IN1712004-009	25-JUL-06	PROCS CHG Traci	25.00		0.00		6.42		31.42
	IN1712004-010	25-JUL-06	PROCS CHG Rebec	25.00		0.00		6.42		31.42
	IN1717933-001	31-JUL-06	G/S Tracie Happ	40.00		0.00		10.06		50.06
	IN1717933-002	31-JUL-06	TRANS CHG Traci	75.00		0.00		18.87		93.87
	IN1717933-003	31-JUL-06	PROCS CHG Brian	25.00		0.00		6.34		31.34

Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-TAX  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance	charges	Total
			ROYALTY ACCRUAL *	2800.00	0.00	732.20			3532.20
			FINANCE CHARGE	1020.22	0.00	0.00			1020.22
			MTCG FEE ACCRUAL *	1200.00	0.00	313.80			1513.80
			RESERVATION FEE *	1900.00	0.00	496.85			2396.85
			GDS & INTERNET	152.50	0.00	38.34			190.84
			T/A COMMISSIONS	162.15	0.00	40.74			202.89
			Sub Total	8382.40	19.99	1985.90			10368.29
AUG-2006	IN1722042-003	07-AUG-06	PROCS CHG Guy T	25.00	0.00	6.25			31.25
	IN1722042-001	07-AUG-06	PROCS CHG Sharo	25.00	0.00	6.25			31.25
	IN1722042-006	07-AUG-06	PROCS CHG Denni	25.00	0.00	6.25			31.25
	IN1722042-005	07-AUG-06	PROCS CHG Jerem	25.00	0.00	6.25			31.25
	IN1722042-004	07-AUG-06	PROCS CHG Dawn	25.00	0.00	6.25			31.25
	IN1722042-002	07-AUG-06	PROCS CHG Mike	25.00	0.00	6.25			31.25
	10002489	10-AUG-06	TRANSACTION CHA	75.00	0.00	18.23			93.23
	10001852	10-AUG-06	TRANSACTION CHA	40.00	0.00	9.72			49.72
	10001202	10-AUG-06	PROCESSING FEE	25.00	0.00	6.12			31.12
	21000568	22-AUG-06	TRIPREWARDS 5% C	353.39	0.00	80.59			433.98
	10012351	24-AUG-06	PROCESSING FEE	25.00	0.00	5.75			30.75
	10011997	24-AUG-06	PROCESSING FEE	25.00	0.00	5.75			30.75
	40001162	31-AUG-06	Accrual-1210A-M *	1133.72	0.00	258.49			1392.21
	40002290	31-AUG-06	Accrual-1000A-R *	2645.34	0.00	603.11			3248.45
	4133254	31-AUG-06	GDS & INTERNET	113.00	0.00	25.78			138.78
	3133254	31-AUG-06	T/A COMMISSIONS	169.76	0.00	38.72			208.48
	10015281	31-AUG-06	PROCESSING FEE	175.00	0.00	5.75			180.75
	40001164	31-AUG-06	ACCRUAL-1800A-R *	1738.36	0.00	396.34			2134.70
	40023262	31-AUG-06	5032A-NSI SOFTWARE	213.40	11.74	51.35			275.49
	40023264	31-AUG-06	5066A-DIREWAY	150.00	8.25	36.04			194.29
			Sub Total	6881.97	19.99	1579.24			8488.20
SEP-2006	10020196	07-SEP-06	PROCESSING FEE	25.00	0.00	5.75			30.75
	10020232	07-SEP-06	PROCESSING FEE	25.00	0.00	5.75			30.75
	3000497	11-SEP-06	MANDATORY PHOTO	950.00	52.25	228.45			1230.70

Report Date : 23-JAN-08

TREMENTZED WITH MEATBALLS

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date : 23-JAN-2009

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance charges	Total
	10023993	14-SEP-06	GUEST SRVCS TRA	30.00	0.00		6.88	36.88
	10025947	14-SEP-06	GUEST SRVCS TRA	75.00	0.00		17.11	92.11
	21003116	22-SEP-06	TRIPREWARDS 5%	172.79	0.00		36.73	209.52
	10022284	22-SEP-06	GUEST SRVCS TRA	75.00	0.00		15.94	90.94
	10025709	22-SEP-06	GUEST SRVCS TRA	50.00	0.00		10.67	60.67
	TAB139450	29-SEP-06	T/A COMMISSIONS	78.33	0.00		16.72	95.35
	29-SEP-06	GDS & INTERNET	12.50	0.00		2.64	15.14	
	40041077	30-SEP-06	ACCRL-1800A-R	1317.81	0.00		280.08	1597.89
	40050924	30-SEP-06	5032A-MSI SOFTW	213.40	11.74		47.85	272.99
	40041075	30-SEP-06	5066A-DIRECWAY	150.00	8.25		33.59	191.84
	40041076	30-SEP-06	Accrual-1000A-R	2005.36	0.00		426.12	2431.48
	40041078	30-SEP-06	Accrual-1210A-N	655.44	0.00		182.61	1042.05
			Sub Total	6039.93	72.24		1316.89	7429.06
OCT-2006	10031057	05-OCT-06	GUEST SRVCS PRO	25.00	0.00		5.35	30.35
	10039120	19-OCT-06	GUEST SRVCS PRO	25.00	0.00		5.35	29.98
	21007702	22-OCT-06	TRIPREWARDS 5%	209.89	0.00		41.44	251.33
	10038859	27-OCT-06	GUEST SRVCS PRO	25.00	0.00		4.98	29.98
	40063292	31-OCT-06	Accrual-1210A-M	578.43	0.00		114.29	692.72
	40063294	31-OCT-06	Accrual-1000A-R	1349.67	0.00		266.59	1616.26
	40069437	31-OCT-06	5066A-DIRECWAY	150.00	8.25		31.22	189.47
	40067900	31-OCT-06	Accrual-1800A-R	886.93	0.00		175.17	1062.10
	40063864	31-OCT-06	5032A-MSI SOFTW	213.40	11.74		44.48	269.62
			Sub Total	3463.32	19.99		688.50	4171.81
NOV-2006	30030513	08-NOV-06	2007 DIW CONFER	895.00	0.00		169.61	1064.61
	10046187	09-NOV-06	GUEST SRVCS PRO	25.00	0.00		4.98	29.98
	10049629	16-NOV-06	GUEST SATISFACT	30.00	0.00		5.49	35.49
	10050028	16-NOV-06	GUEST SRVCS TRA	75.00	0.00		13.66	88.66
	21009036	22-NOV-06	TRIPREWARDS 5%	301.57	0.00		54.84	356.41
	40090014	30-NOV-06	Accrual-1000A-R	824.29	0.00		150.02	974.31
	40091275	30-NOV-06	Accrual-1210A-M	852.27	0.00		64.33	917.60
	40090752	30-NOV-06	Accrual-1800A-R	541.67	0.00		98.53	640.20

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**ITEMIZED STATEMENT**

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date: 23-JUN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued
4/0053714	40095890	30-NOV-06	5032A-MSI SOFTWARE	
4/00544952	1000544952	30-NOV-06	GUEST SRVCS PRO	
4/00544982	1000544982	30-NOV-06	GUEST SRVCS PRO	
4/0104070	40104070	30-NOV-06	5066A-DIRECWAY	
4/0054598	100054598	30-NOV-06	GUEST SRVCS TRA	
4/0054599	100054599	30-NOV-06	GUEST SRVCS PRO	

DEC-2006	10056414	07-DEC-06	GUEST SRVCS PRO	25.00	0.00	4.59	29.59
	21052929	14-DEC-06	GUEST SRVCS PRO	25.00	0.00	4.59	29.59
	21011530	22-DEC-06	TRIPPEWARDS \$C	242.53	0.00	40.19	282.92
	10062308	28-DEC-06	GUEST SRVCS PRO	25.00	0.00	4.20	29.20
	40121567	31-DEC-06	Accrual--1210A-N *	284.18	0.00	47.28	331.46
	40128340	31-DEC-06	506SA-DIRECTWAY	150.00	8.25	26.32	184.57
	40121565	31-DEC-06	Accrual--1000A-R *	663.08	0.00	110.43	773.57
	40121566	31-DEC-06	Accrual--1800A-R *	435.74	0.00	72.54	508.28
	40127184	31-DEC-06	5032A-MST SORFW	222.75	12.25	3.13	274.12

AN-2007	21015188	22-JAN-07	TRIPREWARDS 5%	114.96	0.00	17.50
	30049750	24-JAN-07	2007 TRAINING L	60.00	0.00	9.15
	40184266	31-JAN-07	5066A-DIRECWAY	150.00	8.25	24.10
	40186031	31-JAN-07	5032A-MSI SOFTW	222.00	12.25	25.85
	40172197	31-JAN-07	Accrual-1210A-N *	346.29	0.00	52.80
	40172214	31-JAN-07	Accrual-1000A-R *	808.00	0.00	123.20
	40172214	31-JAN-07	Accrual-1800A-R *	530.98	0.00	80.95

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Report Date : 23-JAN-08

**ITEMIZED STATEMENT**

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date: 23-JAN-2008

Month-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	Financecharges	Total
	4C194438	28-FEB-07	TRIPREWARDS 5% Accrual-1800A-R	* 618.75	0.00	84.76	703.54	
	40194443	28-FEB-07	Accrual-1800A-R	* 403.53	0.00	128.96	1070.53	
	40195595	28-FEB-07	Accrual-1210A-M 5066A-DIRECTWAY	* 150.00	8.25	55.25	458.78	
	40210377	28-FEB-07				21.65	179.90	
			Sub Total		2433.37	20.50	336.07	2789.94
MAR-2007	21018960	22-MAR-07	TRIPREWARDS 5% 5032A-MSI SOFTWARE	183.46 222.75	0.00 12.25	22.36 28.68	205.82	
	40338535	31-MAR-07	Accrual-1800A-R	* 599.84	0.00	73.20	263.68	
	40222629	31-MAR-07	5066A-DIRECTWAY	* 912.80	8.25	19.28	673.04	
	40336429	31-MAR-07	Accrual-1000A-R	* 391.20	0.00	111.36	177.53	
	40226555	31-MAR-07	Accrual-1210A-M	* 391.20	0.00	47.72	1024.16	
	40222643	31-MAR-07					1438.92	
			Sub Total		2460.05	20.50	302.60	2783.15
APR-2007	19075246	04-APR-07	GUEST SATISFACT	(30.00)	0.00	0.00	(30.00)	
	10074243	05-APR-07	GUEST SATISFACT	30.00	0.00	3.68	33.68	
	30067036	19-APR-07	REFRESH SERVICE	3700.00	0.00	394.05	4094.05	
	30067114	19-APR-07	H/W REFRESH WAR	5050.90	0.00	553.88	5597.78	
	30067113	19-APR-07	REFRESH SOFTWARE	1078.41	59.31	121.16	1258.88	
	30067027	19-APR-07	REFRESH HARDWAR	3090.32	169.97	347.19	3607.48	
	30067115	19-APR-07	REFRESH SHIPPIN	265.45	14.59	29.82	309.67	
	21023359	22-APR-07	TRIPREWARDS 5% 5066A-DIRECTWAY	149.79 150.00	0.00 8.25	15.95 16.83	165.74 175.08	
	40249298	30-APR-07	5032A-MSI SOFTWARE	222.75		25.03	260.03	
	40249112	30-APR-07	Accrual-1000A-R	* 1073.42	0.00	114.32	1187.74	
	40257355	30-APR-07	Accrual-1210A-M	* 1460.04	0.00	48.92	509.03	
	40258121	30-APR-07	Accrual-1800A-R	* 705.39	0.00	75.14	780.50	
	40258120	30-APR-07						

TRIPREWARDS 5%  
Sub Total

Report Date : 23-JAN-08

## ITEMIZED STATEMENT.

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL, 60659-4039, US  
 As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	FinanceCharges	Total
	30073270	25-MAY-07	O/A REINSPECTIO	1000.00		0.00	91.50		1091.50
	40279988	31-MAY-07	5032A-MSI SOFTW	222.75	12.25	21.51			256.51
	40285029	31-MAY-07	Accrual-1000A-R	* 1237.36	0.00	113.22			1350.58
	40284806	31-MAY-07	Accrual-1210A-N	* 471.62	0.00	43.14			514.76
	40284804	31-MAY-07	Accrual-1800A-R	* 723.14	0.00	66.18			789.32
	30074396	31-MAY-07	O/A REINSPECTIO	(250.00)	0.00	0.00			(250.00)
	40280200	31-MAY-07	5066A-DIREWAY	150.00	8.25	14.46			172.71
			Sub Total		3827.42	20.50	374.94		4222.86
JUN-2007	21027939	22-JUN-07	TRIPREWARDS SIC	356.19	0.00	27.06			383.25
	10094694	28-JUN-07	GUEST SRVCS TRA	75.00	0.00	5.71			80.71
	10094889	28-JUN-07	GUEST SATISFACT	65.00	0.00	4.96			69.96
	40323760	30-JUN-07	Accrual-1000A-R	* 1344.37	0.00	102.19			1446.56
	40323421	30-JUN-07	Accrual-1210A-M	* 876.77	0.00	66.63			943.40
	40305465	30-JUN-07	5032A-MSI SOFTW	222.75	12.25	17.87			252.87
	40303935	30-JUN-07	5066A-DIREWAY	150.00	8.25	12.01			170.26
	40321792	30-JUN-07	Accrual-1000A-R	* 2922.55	0.00	222.12			3144.67
			Sub Total		6012.63	20.50	458.55		6491.68
JUL-2007	10098835	05-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.92			26.92
	10098126	05-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.92			26.92
	10105809	19-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	21030492	22-JUL-07	TRIPREWARDS SIC	175.27	0.00	10.61			185.88
	10108576	26-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	10108448	26-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	10108372	26-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	10109108	26-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	10108792	26-JUL-07	GUEST SRVCS PRO	25.00	0.00	1.52			26.52
	30097161	31-JUL-07	TRPRWD GOODWIL	(132.42)	0.00	0.00			(132.42)
	4034151	31-JUL-07	5066A-DIREWAY	150.00	8.25	9.56			167.81
	40332360	31-JUL-07	5032A-MSI SOFTW	222.75	12.25	14.24			249.22
	40348212	31-JUL-07	Accrual-1000A-R	* 3614.50	0.00	218.67			3833.17
	40350646	31-JUL-07	Accrual-1210A-N	* 1084.35	0.00	65.61			1149.96

Report Date : 23-JAN-08.

#### ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As of Date : 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2007	10112314	02-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.52	26.52	
	10112273	02-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.52	26.52	
	10112006	02-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.52	26.52	
	10112888	09-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.52	26.52	
	10117602	09-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.52	26.52	
	10122410	16-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10135015	22-AUG-07	TRIPREWARDS S&C	333.14		15.16	348.30	
	10128246	23-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10128186	23-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10129153	23-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10127044	23-AUG-07	GUEST SATISFACT.	91.05	0.00	4.15	95.20	
	10131700	30-AUG-07	GUEST SATISFACT.	35.00	0.00	1.60	36.60	
	10131699	30-AUG-07	GUEST SRVCS TRA	75.00	0.00	3.42	78.42	
	10131187	30-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10134533	30-AUG-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10133709	30-AUG-07	GUEST SRVCS PRO	150.00	0.00	7.10	165.44	
	40353970	31-AUG-07	5066A-DIRECWAY	222.75	12.25	10.70	245.70	
	40354353	31-AUG-07	5032A-MSI SOFTWARE	966.84	10.00	43.99	1010.83	
	40367674	31-AUG-07	Accrual-1210A-M	322.80	0.00	14.63	336.99	
	40366455	31-AUG-07	Accrual-1000A-R	1482.49	0.00	67.46	1549.95	
	40368328	31-AUG-07	Accrual-1800A-R	681.90	20.50	315.95	721.55	
			Sub Total	681.90	20.50	315.95	721.55	
SEP-2007	10136611	06-SEP-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10135364	06-SEP-07	GUEST SATISFACT	17.63	(25.00)	0.00	16.42	
	10135508	06-SEP-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10136011	06-SEP-07	GUEST SRVCS PRO	38.00	0.00	1.73	39.73	
	10137860	13-SEP-07	GUEST SATISFACT	75.00	0.00	3.42	78.42	
	10137861	13-SEP-07	GUEST SRVCS PRO	25.00	0.00	1.15	26.15	
	10140519							

Report Date : 23-JAN-08

#### **ITEMIZED STATEMENT**

Customer No : 05002-60176-05-DAY  
Address : 2622 W. PATERSON AVE., CHICAGO, IL, 60659-4039, US  
As Of Date : 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued
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		Billing	Tax	FinanceCharges	
30107327 21037913 10145495 10145060 10144096 40400754 40400097 40398878 40380488 40380210	14-SEP-07 22-SEP-07 27-SEP-07 27-SEP-07 30-SEP-07 30-SEP-07 30-SEP-07 30-SEP-07 30-SEP-07 30-SEP-07	2008 ALLIANCE D TRIPREWARDS 5% GUEST SRVCS PRO GUEST SRVCS PRO GUEST SRVCS PRO Accrual-1800A-R Accrual-1210A-M Accrual-1000A-R 5032A-MSI SOFTW 5066A-DIRECWAY	873.00 0.00 25.00 25.00 0.00 1248.44 0.00 2714.00 2222.75 150.00	0.00 5.04 0.75 0.75 0.00 37.45 24.43 0.00 12.25 8.25	
		Sub Total	6446.05	20.50	
OCT-2007	10146325 10147732 10146326 10151146 21041407 40418502 10161148 40416628 40417828 40409767 40409944	04-OCT-07 04-OCT-07 04-OCT-07 11-OCT-07 22-OCT-07 31-OCT-07 31-OCT-07 31-OCT-07 31-OCT-07 31-OCT-07 31-OCT-07	GUEST SRVCS TRA. GUEST SRVCS PRO GUEST SATISFACT GUEST SRVCS PRO TRIPREWARDS 5% Accrual-1800A-R GUEST SRVCS PRO Accrual-1000A-R Accrual-1210A-M 5066A-DIRECWAY 5032A-MSI SOFTW	75.00 25.00 87.00 25.00 94.62 781.17 60.00 1698.20 509.46 150.00 2222.75	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
		Sub Total	3726.20	20.50	
NOV-2007	10168236 21044598 10172961 10172897 10145193 40452629 4043339556 101502551	14-NOV-07 22-NOV-07 28-NOV-07 28-NOV-07 30-NOV-07 30-NOV-07 30-NOV-07 26-Nov-07	GUEST SRVCS PRO TRIPREWARDS 5% GUEST SRVCS PRO GUEST SRVCS PRO Accrual-1210A-M Accrual-1800A-R 5066A-DIRECWAY Accrual-1000A-R	60.00 156.31 60.00 60.00 405.24 621.37 0.00 1350.80	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
		Sub Total		59.41	
				3868.11	

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Report Date : 23-JAN-08

## ITEMIZED STATEMENT

Customer No : 05002-60176-05-DAY  
 Address : 2622 W. PATERSON AVE, CHICAGO, IL 60659-4039, US  
 As of Date: 23-JAN-2008

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount	Tax	Finance	Charges	Total
	40439329	30-NOV-07	5032A-MSI SOFTW		231.91	12.76	0.00		244.67	
				Sub Total	3097.63	21.01	0.90		3119.54	
DEC-2007	10175369.	05-DEC-07	GUEST SATISFACT	40.00	0.00	0.00		0.00	40.00	
	10175370	05-DEC-07	GUEST SRVCS TRA	100.00	0.00	0.00		0.00	100.00	
	10179212	12-DEC-07	GUEST SRVCS PRO	60.00	0.00	0.00		0.00	60.00	
	10178888	12-DEC-07	GUEST SRVCS PRO	60.00	0.00	0.00		0.00	60.00	
	10182318	19-DEC-07	GUEST SRVCS PRO	60.00	0.00	0.00		0.00	60.00	
	21047071	22-DEC-07	TRIPREWARDS \$tC	165.82	0.00	0.00		0.00	165.82	
	40462914	31-DEC-07	5066A-DIRECWAY	150.00	8.25	0.00		0.00	158.25	
	40471967	*	Accrual-1800A-R	463.66	0.00	0.00		0.00	463.66	
	40471288	31-DEC-07	Accrual-1210A.M	302.39	0.00	0.00		0.00	302.39	
	40464585	31-DEC-07	5032A-MSI SOFTW	231.91	12.76	0.00		0.00	244.67	
	40470091	31-DEC-07	Accrual-1000A.R	*	1007.95	0.00	0.00		1007.95	
				Sub Total	2641.73	21.01	0.00		2662.74	
JAN-2008	30151778	14-JAN-08	2008 DIW SUMMIT		549.00	0.00	0.00		549.00	
	30149813	14-JAN-08	Training Librar		60.00	0.00	0.00		60.00	
				Sub Total	609.00	0.00	0.00		609.00	
				Grand Total	165185.90	835.17	30712.43		196733.50	

Requested By: Caroline Blakeslee